

City of Miami Beach - City Commission Meeting
Commission Chambers, 3rd Floor, City Hall
1700 Convention Center Drive
July 28, 2004

Mayor David Dermer
Vice-Mayor Richard L. Steinberg
Commissioner Matti Herrera Bower
Commissioner Simon Cruz
Commissioner Luis R. Garcia, Jr.
Commissioner Saul Gross
Commissioner Jose Smith

City Manager Jorge M. Gonzalez
City Attorney Murray H. Dubbin
City Clerk Robert E. Parcher

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ATTENTION ALL LOBBYISTS

Chapter 2, Article VII, Division 3 of the City Code of Miami Beach entitled "Lobbyists" requires the registration of all lobbyists with the City Clerk prior to engaging in any lobbying activity with the City Commission, any City Board or Committee, or any personnel as defined in the subject Code sections. Copies of the City Code sections on lobbyists laws are available in the City Clerk's office. Questions regarding the provisions of the Ordinance should be directed to the Office of the City Attorney.

Call to Order - 9:00 a.m.
Inspirational Message, Pledge of Allegiance
Requests for Additions, Withdrawals, and Deferrals

Presentations and Awards

PA Presentations and Awards

Consent Agenda

C2 Competitive Bid Reports
C4 Commission Committee Assignments
C6 Commission Committee Reports
C7 Resolutions

Regular Agenda

R2 Competitive Bid Reports
R5 Ordinances
R6 Commission Committee Reports
R7 Resolutions
R9 New Business and Commission Requests
R10 City Attorney Reports

Reports and Informational Items

Miami Beach



*"We are committed to providing excellent public service
and safety to all who live, work, and play in our vibrant, tropical, historic community."*

PA - Presentations and Awards

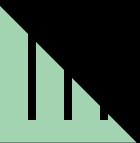
- PA1 Certificate Of Appreciation To Be Presented To Neli Santamarina For Her Time On The Board Of Adjustment. (Page 2)
(Requested by Commissioner Matti Herrera Bower)
- PA2 Certificates Of Appreciation To Be Presented To Employee Of The Month "At Your Service Award" Winners For May, June, And July 2004.
(City Manager's Office)
- PA3 Presentation Of Resolutions Of The Florida Senate And The Florida House Of Representatives By Senator Gwen Margolis And Representatives Gus Barreiro, Dan Gelber And Dorothy Bendross-Mindingall, Regarding Miami Beach's Selection As An All America City.
(Economic Development)
- PA4 Presentation By Senator Gwen Margolis, Representatives Gus Barreiro, Dan Gelber And Dorothy Bendross-Mindingall, Of A Check In The Amount Of \$400,000 For Water Projects In Miami Beach.
(Economic Development)
- PA5 Special Recognition Of Unidad Refugee And Summer Youth Employment Participants.
(Requested by Commissioner Matti Herrera Bower)
- PA6 Key To The City And Certificate Of Appreciation To Be Presented To David Wallack For Donating \$5,500 Dollars To Purchase A New Miami Beach Police K-9 Dog.
(Requested by Mayor David Dermer)

CONSENT AGENDA

Action:
Moved:
Seconded:
Vote:

C2 - Competitive Bid Reports

- C2A Request For Approval To Purchase One (1) 2004 Morbark Tornado 13 Brush Chipper, From Smith Brothers Contracting Equipment, Inc., Pursuant To Federal General Services Administration Contract No. GS-30F-0018N, In The Amount Of \$28,241.25. (Page 5)
(Fleet Management)

**C2 - Competitive Bid Reports** (Continued)

- C2B Request For Approval To Award Contracts To Hughes Supply As Primary Vendor, And A&B Pipe And Supply As Secondary Vendor, Pursuant To Invitation To Bid No. 29-03/04, For The Supply And Delivery Of Tapping Sleeves And Saddles In The Estimated Annual Amount Of \$60,000.
(Page 8)
(Public Works)
- C2C Request For Approval To Award A Contract To International Data Depository (IDD), Pursuant To Invitation To Bid No. 5-03/04, For Records Management And Services, In The Estimated Annual Amount Of \$37,925.40, And Closing Account Fee In The Amount Of \$11,000 Upon Termination Of Contract. (Page 13)
(Procurement)
- C2D Request For Approval To Award Contracts As Follows: 1) Advanced Data Solutions, Inc., For The Conversion Of Microfilming Documents To Imaging; 2) International Data Depository Inc., For The Conversion Of Folio Cards And All Other Documents To Imaging; And 3) Applied Digital Programming Technologies Inc., For The Microfilming Of Building Plans, Pursuant To Invitation To Bid No. 20-02/03, Citywide Microfilming And Imaging Services For Various Departments In The City Of Miami Beach, And The Building Department, In An Estimated Annual Amount Of \$65,000. (Page 18)
(Building Department)

C4 - Commission Committee Assignments

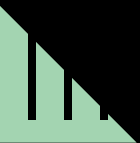
- C4A Referral To The Land Use And Development Committee - Discussion Regarding The Zoning Of Religious Institutions In The RS-4 District. (Page 24)
(Requested by Vice-Mayor Richard L. Steinberg)
- C4B Referral To The Finance & Citywide Projects Committee - Discussion Regarding Funding Assistance For The Miami Beach Community Health Center. (Page 26)
(Requested by Commissioner Jose Smith)
- C4C Referral To The Marine Authority And Neighborhood/Community Affairs Committee - An Ordinance Proposing Limits On Live A Boards And Houseboats. (Page 28)
(Requested by Commissioner Jose Smith)
- C4D Referral To The Planning Board - An Ordinance Banning Mechanical Lifts As A Way For Developers To Meet Parking Requirements. (Page 32)
(Requested by Commissioner Jose Smith)

C6 - Commission Committee Reports

- C6A Report Of The Neighborhood/Community Affairs Committee Meeting Of June 15, 2004: **1)** Discussion Regarding A Proposal To Exchange A City-Owned Property (Municipal Parking Lot No. 4D) Located At 1625 West Avenue For A Vacant Lot Owned By The Housing Authority Located At 1231-1251 17th Street; **2)** Discussion Regarding The Following Ordinances: a. An Ordinance Amending Chapter 102 Of The City Code, Entitled "Taxation"; Amending Division IV Therein, Entitled "Tax"; Amending Article V Therein, Entitled "Occupational License Tax"; Amending Section 102-379 Therein, Entitled "Schedule Of Taxes"; Said Amendment Providing For A Five Percent Discount Toward A Subsequent Year's Occupational License If The Licensee Receives No Code Violations During The Previous Year; b. An Ordinance Amending Section 98-166 Of The City Code, Entitled: "Duty To Maintain Sidewalks And Swale Areas" By Providing A Minimum Standard Of Sidewalk Maintenance By Every Merchant, Store Keeper Or Operator Of A Business; Said Standard Being To Sweep The Sidewalk At The Opening And Close Of The Business Day; **3)** Discussion Regarding The Review And Approval Of The Placement Of A Commemorative Plaque Honoring Former Mayor Mel Richards; And **4)** Discussion Regarding The Use Of Channel 20 To Broadcast Public Service Announcements. (Page 35)
- C6B Report Of The General Obligation Bond Oversight Committee Meeting Of July 12, 2004: 1) Change Order Report; 2) Recommendation To City Commission: a) Collins Park Cultural Center A/E Award; 3) Project Status Report: a) Fire Station No. 2; b) Fire Station No. 4; c) Normandy Isle Park And Pool; 4) Informational Items: a) Updated Calendar Of Scheduled Community Meetings; b) Altos Del Mar Park Engineering Report; c) Lummus Park South Pointe RDA TIF Appropriation. (Page 41)

C7 - Resolutions

- C7A A Resolution Authorizing The Execution Of A Memorandum Of Understanding Between The Miami City Ballet And The City Of Miami Beach Regarding The Use Of The Miami City Ballet Building Located At 2200 Liberty Avenue As A Forward Command Post During Specified Hurricane Conditions. (Page 52)
(City Manager's Office)
- C7B A Resolution Amending Resolutions No. 2000-24211, 2000-23855, 97-22375 And 97-22600, Respectively, Which Established The Bank Accounts With Citibank Federal Savings Bank, Entitled, "City Of Miami Beach/Miami Beach Convention Center" And "City Of Miami Beach/Jackie Gleason Theater" To Provide For Designated Signatories To The Accounts From SMG And The City Administration. (Page 57)
(Convention Center)
- C7C A Resolution Authorizing The Administration To Continue The Application Process To Establish A National Heritage Area In Miami Beach, And Further Establishing A Steering Committee To Oversee The National Heritage Area Designation Process. (Page 60)
(Economic Development)

**C7 - Resolutions** (Continued)

- C7D A Resolution Urging The Metropolitan Planning Organization To Expediently Consider Approval And Funding For The Purpose Of Conducting A Traffic Impact Study Of The MacArthur Causeway, To Be Conducted Jointly By The Cities Of Miami Beach And Miami. (Page 67)
(Economic Development)
- C7E A Resolution Appropriating Funds From The Water And Sewer Retained Earnings Fund, In The Amount Of \$137,245, For The Purchase Of One (1) 2005 Altec AC26-95 25-Ton Crane Mounted On An International 7400 6x4 Chassis From Altec Industries, Inc., In The Amount Of \$137,245, Pursuant To Federal General Services Administration Contract No. GS-30F-1028G. (Page 74)
(Fleet Management)
- C7F A Resolution Authorizing The City Manager Or His Designee To Submit Applications For Grant Funds To The Following Agencies: 1) Office Of The Governor, Drug-Free Communities Program For Drug Eradication Programs; 2) Miami-Dade County Homeless Trust For Supportive Housing Programs; 3) Federal Mediation And Conciliation Services For Labor - Management Cooperation Program; 4) Florida Attorney General Office, For Grant Funds Provided Through The Victims Of Crime Act (VOCA); Further Appropriating The Grants If Approved And Accepted By The City; And Authorizing The Execution Of All Necessary Documents Related To This Application. (Page 79)
(Grants Management)
- C7G A Resolution Accepting The Ranking Of The Proposals Received For Group Employee Life Insurance Benefits Pursuant To The Request For Proposals Issued March 24, 2004, By Arthur J. Gallagher And Co., The City's Broker For Group Employee Benefits, And Authorizing The Administration To Enter Into An Agreement With The Number One Ranked Firm, Standard Insurance Company, To Provide Group Employee Basic Life, Accidental Death & Dismemberment, And Supplemental Life Insurance Benefits; And, Authorizing The Mayor And City Clerk To Execute An Agreement Not To Exceed An Estimated Annual Premium Of \$450,000, Effective October 1, 2004 For A Period Of Three Years, With The Option To Renew For A Fourth And Fifth Year With A Contingent Rate Guarantee Upon An Incurred Loss Ratio Of 81% Or Better. (Page 86)
(Human Resources)
- C7H A Resolution Adopting The City's One-Year Action Plan For Federal Funds For Fiscal Year 2004/2005, Which Includes The Budgets For The Community Development Block Grant (CDBG) Program, The Home Investment Partnerships (HOME) Program, And The American Dream Downpayment Initiative (ADDI); Authorizing The Mayor And City Clerk To Approve Agreements Necessary To Implement The CDBG Activities Of The One-Year Action Plan As Follows: Twenty-Seven (27) CDBG Sub-Recipient Agreements, Two (2) CDBG Interdepartmental Memoranda Of Understanding; Authorizing The Administration And The Office Of The City Attorney To Make Minor Non-Substantive Changes To The One-Year Action Plan Or Resulting Agreements Before Execution; Amending Certain Agreements, As Set Forth In The Body Of The Plan (Exhibit 1), To Extend The Expiration Dates Of Said Agreements; Authorizing The City Manager To Execute All Applicable Documents And Submit The One-Year Action Plan To The U.S. Department Of Housing And Urban Development (HUD) And Authorizing The Appropriation Of All Federal Funds When Received. (Page 95)
(Neighborhood Services)

C7 - Resolutions (Continued)

- C7I A Resolution To Appropriate Funds, In The Amount Of \$85,000, From Middle Beach Quality Of Life Funds In Order To Perform Restorative Irrigation Work And Install Additional Plant Material At The Julia Tuttle Eastern Interchange, Arthur Godfrey Right A Ways, Alton Road East To Indian Creek, And The Collins Avenue Center Medians, From 43rd Street North To 62nd Street. (Page 106)
(Parks & Recreation)
- C7J A Resolution Adopting And Appropriating The Third Budget Amendment To The Police Special Revenue Account For Fiscal Year 2003/04 In The Amount Of \$4,000, Such Account Funded By Unclaimed Evidence Currently Held In The Police Special Revenue Account. (Page 111)
(Police Department)
- C7K A Resolution Adopting And Appropriating The Fourth Amendment To The Police Confiscation Trust Fund Budget For The Fiscal Year 2003/04 In The Amount Of \$68,000 To Be Funded From The Proceeds Of State (\$20,000) And Federal-Justice (\$48,000) Confiscated Funds. (Page 116)
(Police Department)
- C7L A Resolution Approving And Authorizing The Mayor And City Clerk To Execute Amendment No. 1 To The Management Agreement Between The City Of Miami Beach And SMG For The Miami Beach Convention Center And Jackie Gleason Theater Of The Performing Arts; Said Amendment Electing To Have SMG Operate, Manage, And Promote The Byron-Carlyle Theater, The Colony Theater, And The Acorn Theater, For An Initial Two (2) Year Term, Commencing On October 1, 2004, And Ending On September 30, 2006, With An Option To Renew For Two (2) Additional One (1) Year Terms, At The City's Discretion, At An Additional Fee Not To Exceed \$40,000 Per Year; Providing Further For Payment By SMG To The City Of The Additional Capital Contribution, As Defined In Amendment No. 1. (Page 123)
(Tourism & Cultural Development)
- C7M A Resolution Establishing Rental Rates For The Byron Carlyle, Colony And Acorn Theaters, And Other Related Activities, As Set Forth In Exhibits B, C & D Of The Commission Memorandum To This Resolution As Incorporated Herein And Attached Hereto; Said Fees Effective On October 1, 2004; And Repealing Established Rental Rates For The Little Stage (Acorn) Theater, As Set Forth In Resolution No. 2003-25306. (Page 142)
(Tourism & Cultural Development)
- C7N A Resolution Authorizing The Administration To Appropriate Additional Funding For The Purchase Of Additional Hardware From The Q-Matic Corporation, As Owner Of The Copyrighted Software Code For Q-Matic System, In The Amount Of \$29,528, Based On GSA Bid No. GS-07F-0017K, For Additional Electronic Displays For Customer Flow / Queuing Management System Installed In The Building Department, Including Hardware, Warranty, Implementation And Electrical Sub-Contractor Services. (Page 161)
(Building Department)

C7 - Resolutions (Continued)

- C7O A Resolution Authorizing The City Manager To Issue A Request For Proposals (RFP) For The Collection And Disposal Of Residential Solid Waste, Yard Trash And Bulk Waste And The Operation Of The City's Green Waste Facility. (Page 168)
(Public Works)

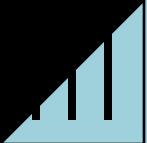
End of Consent Agenda

PA
PRESENTATIONS
AND
AWARDS

PA - Presentations and Awards

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(Requested by Commissioner Matti Herrera Bower)
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(Requested by Mayor David Dermer)

AGENDA ITEM PA1-6
DATE 7-28-04



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C2

COMPETITIVE BID REPORTS

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

Request For Approval To Purchase One (1) 2004 Morbark Tornado 13 Brush Chipper, From Smith Brothers Contracting Equipment, Inc., Pursuant To Federal General Services Administration Contract No. GS-30F-0018N, In The Amount Of \$28,241.25.

Issue:

Shall the Commission approve the purchase?

Item Summary/Recommendation:


The 2004 Morbark Tornado 13 Brush Chipper is a **budgeted** replacement and will be funded by the Fleet Management Replacement Fund. This equipment will be used by the Parks Landscape Division tree crews. The 2004 Morbark Tornado 13 Brush chipper will be equipped with a 20 inch diameter drum, automatic feed system with 100 feet per minute feed rate and dual wheels.

The Administration recommends approving the purchase.

Advisory Board Recommendation:

n/a



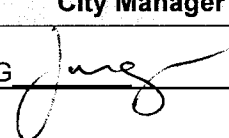
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	\$28,241.25	510.1780.000673 Fleet Management Replacement Fund	
	2			
	3			
	4			
	Total	\$28,241.25		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET GL 	RCM 	JMG 

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AGENDA ITEM C2A

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature of Jorge M. Gonzalez in black ink.

Subject: **REQUEST FOR APPROVAL TO PURCHASE ONE (1) 2004 MORBARK
TORNADO 13 BRUSH CHIPPER, FROM SMITH BROTHERS
CONTRACTING EQUIPMENT, INC., PURSUANT TO FEDERAL GENERAL
SERVICES ADMINISTRATION CONTRACT NO. GS-30F-0018N, IN THE
AMOUNT OF \$28,241.25.**

ADMINISTRATION RECOMMENDATION:

Approve the purchase.

BID AMOUNT AND FUNDING:

\$28,241.25 Fleet Management Replacement Fund 510.1780.000673

ANALYSIS:

The equipment is recommended to be purchased pursuant to Federal General Services Administration Contract No. GS-30F-0018N.

The 2004 Morbark Tornado 13 Brush Chipper is a budgeted replacement and will be funded by the Fleet Management Replacement Fund. This equipment will be used daily by the Parks Landscape Division tree crews for chipping and disposal of tree limbs and other foliage debris throughout the City. The chips are processed into mulch which is then used in the North Shore Open Space Park and other areas as needed.

The 2004 Morbark Tornado 13 is equipped with a 20 inch diameter drum, automatic feed system with 100 feet per minute feed rate and dual feed wheels. The equipment will have a rubberized feed curtain as an added safety feature.

The vehicle listed below has met or exceeded the established criteria for replacement:

Veh#	Dept.	Year	Make/Model	Hours	Life to Date Maintenance	Condition
0524	0940	1996	Gravely	5015	\$27,586.70	Poor

The criteria are based on age, mileage, maintenance, engine hours (one engine hour idling = 35 miles), and overall condition of the vehicle. The life-to date maintenance includes all costs associated with the vehicle, including, but not limited to, repairs, routine maintenance, accidents and other damage.

The Administration recommends that the City Commission approve the purchase of one (1) 2004 Morbark Tornado 13 Brush Chipper, from Smith Brothers Contracting Equipment, Inc., pursuant to Federal General Services Administration Contract No. GS-30F-0018N in the amount of \$28,241.25.

JMG/RCM/AET/mo

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award Contracts to Hughes Supply as Primary Vendor, and A&B Pipe and Supply as Secondary Vendor, Pursuant to Invitation to Bid No. 29-03/04, for the Supply and Delivery of Tapping Sleeves and Saddles in the Estimated Annual Amount of \$60,000.

Issue:

Shall the City Commission Approve the Award to Hughes Supply and A&B Pipe and Supply?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 29-03/04 (the "Bid") is to establish a contract, by means of sealed bids, for the supply and delivery of epoxy coated tapping sleeves and saddles for ductile iron pipe, on an as needed basis, from a source(s) of supply that will give prompt and efficient service.

The lowest and best bid was received from Hughes Supply. This vendor has been in business for over 76 years. The secondary vendor, A&B Pipe and Supply has been in business for over 60 years. The City currently has standing order with both vendors. The Public Works department's level of satisfaction with the services of both Hughes Supply and A&B Pipe and Supply is extremely high.

APPROVE THE AWARD.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 60px; margin: 0 auto;"></div> Finance Dept.	1	\$60,000.00	191.4400.000481	
	2			
	3			
	4			
	Total	\$60,000.00		

City Clerk's Office Legislative Tracking:

Gus Lopez, Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL FB	BCM	JGM

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

**Subject: REQUEST FOR APPROVAL TO AWARD CONTRACTS TO HUGHES
SUPPLY AS PRIMARY VENDOR, AND A&B PIPE AND SUPPLY AS
SECONDARY VENDOR, PURSUANT TO INVITATION TO BID NO. 29-
03/04, FOR THE SUPPLY AND DELIVERY OF TAPPING SLEEVES AND
SADDLES IN THE ESTIMATED ANNUAL AMOUNT OF \$60,000.**

ADMINISTRATION RECOMMENDATION

Approve the Award.

BID AMOUNT AND FUNDING

\$60,000 Funds are available from Acct. 191.4400.000481

ANALYSIS

The purpose of Invitation to Bid No. 29-03/04 (the "Bid") is to establish a contract, by means of sealed bids, for the supply and delivery of epoxy coated tapping sleeves and saddles for ductile iron pipe, on an as needed basis, from a source(s) of supply that will give prompt and efficient service.

The Bid was issued on June 3, 2004, with an opening date of June 24, 2004. BidNet issued bid notices to 23 prospective bidders. The notices resulted in the receipt of two (2) bids.

The lowest and best bid was received from Hughes Supply. This vendor has been in business for over 76 years as a wholesale distributor of plumbing supplies. The City currently has standing orders with this vendor in the amount of \$16,000 for sewer pipe, \$25,000 for the purchase of ductile-iron pipe, and \$68,000 for cast ductile iron pipe and fittings. The secondary vendor, A&B Pipe and Supply has been in business for over 60 years. They also have standing orders with the City in excess of \$50,000 for the purchase of plumbing supplies.

The Public Works department's level of satisfaction with the services of both Hughes Supply and A&B Pipe and Supply is extremely high.

RECOMMENDATION

Based on the analysis of the bids received, it is recommended that the City award contracts to HUGHES SUPPLY as primary vendor and A&B PIPE & SUPPLY as secondary vendor.

BID TABULATION

See attached Bid Tabulation

ITB 29-03/04
Bid Tabulation

			HUGHES SUPPLY Primary		A&B PIPE & SUPPLY Secondary	
Item	Description	Estimated Annual Qty.	Unit Price	Total \$	Unit Price	Total \$
Group I Tapping Sleeves						
1	16" x 6"	4	\$ 278.66	\$ 1,114.64	\$ 287.50	\$ 1,150.00
2	16" x 8"	10	349.69	3,496.90	365.00	3,650.00
3	16" x 12"	3	508.14	1,524.42	531.00	1,593.00
4	16" x 16"	2	710.30	1,420.60	742.00	1,484.00
5	20" x 4"	6	273.19	1,639.14	285.00	1,710.00
6	20" x 6"	8	300.51	2,404.08	314.00	2,512.00
7	20" x 8"	8	382.47	3,059.76	400.00	3,200.00
8	20" x 10"	2	486.29	972.58	508.00	1,016.00
9	20" x 12"	5	535.46	2,677.30	559.00	2,795.00
10	24" x 6"	2	322.37	644.74	337.00	674.00
11	24" x 8"	1	420.72	420.72	439.00	439.00
12	6" x 3"	2	218.56	437.12	228.00	456.00
13	6" x 4"	20	207.63	4,152.60	216.00	4,320.00
14	8" x 3"	5	218.56	1,092.80	228.00	1,140.00
15	8" x 4"	10	207.63	2,076.30	212.00	2,120.00
16	8" x 6"	10	218.56	2,185.60	225.00	2,250.00
17	10" x 4"	5	224.02	1,120.10	231.00	1,155.00
18	10" x 6"	4	234.95	939.80	243.00	972.00
19	10" x 8"	4	295.05	1,180.20	304.00	1,216.00
20	12" x 4"	8	229.48	1,835.84	233.00	1,864.00
21	12" x 6"	10	251.34	2,513.40	258.00	2,580.00
22	12" x 8"	10	311.44	3,114.40	320.00	3,200.00
23	16" x 3"	3	245.87	737.61	253.00	759.00
24	16" x 4"	5	245.87	1,229.35	253.00	1,265.00
Total Group I:			\$ 41,990.00		\$ 43,520.00	
Group II Tapping Saddles						
1	3" x 2"	5	\$ 31.31	\$ 156.55	\$ 31.81	\$ 159.05
2	4" x 2"	15	32.02	480.30	32.54	488.10
3	6" x 2"	200	35.62	7,124.00	36.12	7,224.00
4	6" x 4"	5	207.63	1,038.15	197.00	985.00
5	8" x 2"	100	40.43	4,043.00	41.10	4,110.00
6	10" x 2"	10	49.17	491.70	49.98	499.80
7	12" x 2"	20	56.82	1,136.40	57.75	1,155.00
8	14" x 2"	5	71.03	355.15	72.19	360.95
9	16" x 2"	20	71.03	1,420.60	72.19	1,443.80
10	20" x 2"	30	104.91	3,147.30	106.40	3,192.00
11	24" x 2"	5	114.74	573.70	116.62	583.10
Total Group II:			\$ 19,966.85		\$ 20,200.80	
			Minimum Order: None		Minimum Order: \$75.00	

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award a Contract to International Data Depository (IDD), Pursuant to Invitation to Bid No. 5-03/04, for Records Management and Services, in the Estimated Annual Amount of \$37,925.40, and a Closing Account Fee in the Amount of \$11,000 upon Termination of Contract.

Issue:

Shall the City Commission Approve the Award to IDD?

Item Summary/Recommendation:

The purpose of Invitation to Bid No. 5-03/04 (the "Bid") is to contract with qualified vendor to store the City's current and future records (paper, microfilm, magnetic disc / compact disc) at the vendor's own facility and provide to the City records retention services, including transportation, storage, retrieval, restoration and destruction of documents, as well as facsimile and internet services as needed, in accordance with State of Florida Regulations.


The lowest and best bid was received from International Data Depository. This vendor has been in business for 7 years as a records management and storage provider.

APPROVE THE AWARD.

Advisory Board Recommendation:

N/A

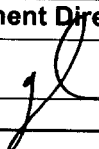

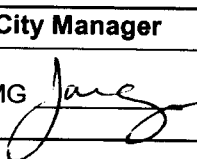
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	\$37,925.40	Various Accounts Citywide allocated by Departments for the storage of records	
	2			
	3			
	4			
	Total	\$37,925.40		

City Clerk's Office Legislative Tracking:

GUS LOPEZ, Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL 	PDW 	JMG 

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager 

Subject: **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO INTERNATIONAL DATA DEPOSITORY (IDD), PURSUANT TO INVITATION TO BID NO. 5-03/04, FOR RECORDS MANAGEMENT AND SERVICES, IN THE ESTIMATED ANNUAL AMOUNT OF \$ 37,925.40, AND CLOSING ACCOUNT FEE IN THE AMOUNT OF \$11,000 UPON TERMINATION OF CONTRACT**

ADMINISTRATION RECOMMENDATION

Approve the Award.

BID AMOUNT AND FUNDING

\$48,425.40 Funds are available from various accounts allocated to Departments for the storage of records.

ANALYSIS

The purpose of Invitation to Bid No. 5-03/04 (the "Bid") is to contract with a qualified vendor to store the City's current and future records (paper, microfilm, magnetic disc / compact disc) at the vendor's own facility and provide to the City records retention services, including transportation, storage, retrieval, restoration and destruction of documents, as well as facsimile and internet services as needed, in accordance with State of Florida Regulations.

The Bid was issued on April 21, 2004, with an opening date of May 27, 2004. BidNet issued bid notices to 32 prospective bidders. Additionally, the Procurement Division sent the bid announcement to two other bid reporting websites to further increase vendor outreach. The notices resulted in the receipt of four (4) bids.

The lowest and best bid was received from International Data Depository (IDD). This vendor has been in business for 7 years as a records management and storage provider. The Procurement Division obtained favorable references from the following agencies:

- **University of Miami/ Marta Garcia:** Quality of service provided: Excellent – *"I am extremely satisfied with their performance. I would highly recommend them!"*
- **Carlton Fields, P.A. / Steve Brodie:** Quality of service provided: Excellent – *"Clean facility, well run."*

Any costs associated with the closing of accounts with the current vendors are the City's responsibility. Iron Mountain charges \$1.50 per box to permanently withdraw our 14,000 boxes, this is \$21,000. When considering these costs over the 4-year term of the contract, IDD offers the lowest bid.

There is an \$11,500 closing account fee payable to IDD for the removal of all boxes upon the termination of the contract.

The contract will be in effect upon execution until September 30, 2005. Providing the successful bidder will agree to maintain the same price, terms and conditions of the current contract, this contract could be extended for an additional three (3) years, on a year to year basis, if mutually agreed upon by both parties.

CONCLUSION

Based on the analysis of the bids received, it is recommended that the City award the contract to the lowest and best bidder, **INTERNATIONAL DATA DEPOSITORY**.

BID TABULATION

See attached Bid Tabulation.

ITB No. 5-03/04
Bid Tabulation

			SECURE DATA STORAGE		IRON MOUNTAIN		IDD		GRM	
	Estimated Annual Use		(\$) Unit Price	Total(\$)	(\$) Unit Price	Total(\$)	(\$) Unit Price	Total(\$)	(\$) Unit Price	Total(\$)
Storage Pricing										
* Hard Copy records - Monthly Rental Fee per cu ft.	17,000	x 12 months	0.50	102,000.00	0.135	27,540.00	0.12	24,480.00	0.35	71,400.00
* Magnetic Records - Monthly Rental Fee per Cu.Ft.	51	x 12 months	1.00	612.00	0.135	82.62	5.00	3,060.00	2.00	1,224.00
Management Services Pricing										
Accession Charge (per box)	1,600	Boxes	0.10	160.00	1.00	1,600.00	1.00	1,600.00	0.00	0.00
Retrieval of a Box	1,249	Boxes	0.10	124.90	1.25	1,561.25	1.00	1,249.00	0.00	0.00
Refile of a Box	1,249	Boxes	0.10	124.90	1.25	1,561.25	1.00	1,249.00	0.00	0.00
Retrieval of a File	577	Files	0.10	57.70	1.25	721.25	1.25	721.25	0.00	0.00
Refile of a File	577	Files	0.10	57.70	1.25	721.25	1.25	721.25	0.00	0.00
Destruction of a Box	20	Boxes	5.00	100.00	2.00	40.00	4.00	80.00	2.00	40.00
Permanent withdrawal of Box	20	Boxes	2.00	40.00	1.50	30.00	0.00	0.00	0.00	0.00
Permanent withdrawal of File	3	Files	2.00	6.00	1.50	4.50	0.00	0.00	0.00	0.00
Transportation Pricing										
Flat Fee Standard Delivery/Pick-up	577		0.25	144.25	7.00	4,039.00	1.00	577.00	0.00	0.00
Flat Fee Rush Delivery/Pick-up	34		10.00	340.00	14.00	476.00	15.00	510.00	20.00	680.00
Flat Fee After Hours/Weekend/Holiday Delivery/Pick-up	1		100.00	100.00	50.00	50.00	100.00	100.00	35.00	35.00
Miscellaneous Services										
Scan On Demand Service (each request)	12	Request	1.00	12.00	1.00	12.00	1.00	12.00	7.50	90.00
Facsimile Service	25	Pages	0.25	6.25	0.50	12.50	0.50	12.50	0.15	3.75
Special Projects - Hourly Rate	8	Hours	25.00	200.00	20.00	160.00	25.00	200.00	25.00	200.00
Cost of Boxes 10"x12"x15"	1,863	Boxes	2.00	3,726.00	1.50	2,794.50	1.80	3,353.40	1.45	2,701.35
Transfer Cost										
Initial Cost of Transfer for Records stored at Iron Mountain	14,000	Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Initial Cost of Transfer for Records stored at IDD	142	Boxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
ANNUAL COST RECORDS MANAGEMENT				\$ 107,811.70		\$ 41,406.12		\$ 37,925.40		\$ 76,374.10
Other related costs										
Cost for 4-year Contract				431,246.80		165,624.48		151,701.60		305,496.40
IDD/Iron Mountain Closing Account Fee for current boxes on storage on their facilities (City's responsibility)	14,000	Iron Mount.	1.50						1.50	
	142	IDD	0.84	21,119.28	0.84	119.28	1.50	21,000.00	0.84	21,119.28
Removal of all Boxes upon termination of contract	** 23,000	Boxes	0.25	5,750.00	1.50	34,500.00	0.50	11,500.00	0.00	0.00
Estimated Total Cost during the life of the contract (4 years):				\$ 458,116.08		\$ 200,243.76		\$ 184,201.60		\$ 326,615.68

* Unit Prices submitted were based on a monthly cost, Procurement converted unit prices and totals to an annual amount to capture total costs.

** Projection based on anticipated increase in storage of records over the next four years.

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Request for Approval to Award Contracts as Follows; 1) Advanced Data Solutions, Inc., for the Conversion of Microfilming Documents to Imaging; 2) International Data Depository Inc., for the Conversion of Folio Cards and all Other Documents to Imaging; and 3) Applied Digital Programming Technologies Inc., for The Microfilming Of Building Plans, Pursuant To Invitation to Bid No. 20-02/03, Citywide Microfilming and Imaging Services For Various Departments in the City Of Miami Beach and the Building Department for an estimated Initial Annual Amount Of \$65,000.

Issue:

Shall the City Commission approve the award of Contracts to Advanced Data Solutions Inc., International Data Depository Inc., and Applied Digital Programming Technologies Inc.?

Item Summary/Recommendation:

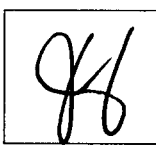
The purpose of Invitation to Bid No. 20-02/03 (the "Bid") is to establish contracts with qualified, responsible vendors to provide microfilming and imaging services to the City to include but not limited to pick-up and delivery of documents to be microfilmed and imaged. The term of contract shall be for two (2) years from the time of award by the Mayor and City Commission, with an option to renew for an additional two (2) one year periods if mutually agreed upon. The City of Miami Beach is opting not to award a contract to LASON System Inc. as a result of lack of responsiveness and responsibility to the Building Department in the year 2001.

The Administration Recommends approving the contracts awards.

Advisory Board Recommendation:

N/A


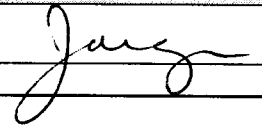
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	Estimated Amount \$40,000	\$40,000 Building Department Account No. 011.1510.000343	
	2	\$25,000	Estimated Amount used. Account No. 011.1510.000343	
	3			
	4			
	Total	\$65,000		

City Clerk's Office Legislative Tracking:

Gus Lopez Ext. 6641

Sign-Offs:

Department Director	Assistant City Manager	City Manager
PA: _____	CMC:  _____	JMG:  _____

T:\AGENDA\2004\Jul0704\Consent\Microfilming and Imagingsummary.doc

AGENDA ITEM C2D
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge'.

Subject: **REQUEST FOR APPROVAL TO AWARD CONTRACTS AS FOLLOWS: 1) ADVANCED DATA SOLUTIONS, INC., FOR THE CONVERSION OF MICROFILMING DOCUMENTS TO IMAGING; 2) INTERNATIONAL DATA DEPOSITORY INC., FOR THE CONVERSION OF FOLIO CARDS AND ALL OTHER DOCUMENTS TO IMAGING; AND 3) APPLIED DIGITAL PROGRAMMING TECHNOLOGIES INC., FOR THE MICROFILMING OF BUILDING PLANS, PURSUANT TO INVITATION TO BID NO. 20-02/03, CITYWIDE MICROFILMING AND IMAGING SERVICES FOR VARIOUS DEPARTMENTS IN THE CITY OF MIAMI BEACH AND THE BUILDING DEPARTMENT IN AN ESTIMATED INITIAL ANNUAL AMOUNT OF \$65,000.**

ADMINISTRATION RECOMMENDATION

Approve the Award for Contracts.

FUNDING

\$65,000 Building Department (Microfilming of Plans) Account No.
011.1510.000.343

All other services will be acquired on as needed basis subject to review and approval of the Office of Management and Budget.

ANALYSIS

The purpose of Invitation to Bid No. 20-02/03 (the "Bid") is to establish contracts with qualified, responsible vendors to provide microfilming and imaging services to the City to include but not limited to pick-up and delivery of documents to be microfilmed and imaged.

The Bid was issued on February 6, 2003, with an opening date of March 5, 2003. A pre-bid conference was held on February 19, 2003. Bid notices were issued to 50 prospective bidders, which resulted in the receipt of the following bids:

- 1) Applied Digital Programming Technologies Inc. (ADPT);
- 2) International Data Depository Inc. (IDD);
- 3) Advanced Data Solutions, Inc. (ADS); and
- 4) Lason Systems, Inc.

The term of contract shall be for two (2) years from the time of award by the Mayor and City Commission, with an option to renew for an additional two (2) one year periods if mutually agreed upon.

The Building Department has a need for microfilming the building plans. Building Department has also estimated an initial total cost of \$65,000 annually to have all the plans microfilmed. All other services such as the conversion of microfilming Documents to Imaging, conversion of Folio Cards and all other documents to Imaging fundings will be made available from various department budgets, subject to OMB approval.

The City of Miami Beach is opting not to award a contract to LASON System Inc. as a result of lack of responsiveness and responsibility to the Building Department with previous projects.

The Building Department encountered the following problems when they used LASON on their projects:

1. Bad service and business practice.
2. Inconsistency with the quality of microfilmed plans.
3. Indexing of microfilm rolls requirement where not met.
4. Overall project goals not met.

As a result of aforementioned problems, the Building Department spent several weeks making corrections to all the returned documents from LASON System Inc.

Additionally, Mr. Ray Farach of the Neighborhood Health Partnership informed the Procurement Division of some of the problems they experienced with LASON System Inc. Problems such as the level of service was not flexible, LASON System Inc. was not responsive to their needs and request from LASON System Inc. for price increase.

Attached is the tabulation sheet of Bid No. 20-02/03.

CONCLUSION

The Administration recommends that the contracts be awarded to: 1) Advanced Data Solutions, Inc., for the conversion of microfilming documents to imaging; 2) International Data Depository Inc., for the conversion of folio cards and all other documents to imaging; and 3) Applied Digital Programming Technologies Inc., for the microfilming of Building plans, pursuant to Invitation to Bid No.20-02/03, Citywide Microfilming and Imaging Services for various departments in the City of Miami Beach, the Building Department estimated an initial annual amount of \$65,000.

**Tabulation Sheet for Bid No.20-02/03
MICROFILM TABULATION**

	Qyt.	ADS	IDD	Lason		ADPT	
Cost per Image (Building Plans)	Est. No. of 15,000 plan	N/A	N/A	\$0.40ea	\$6,000.00	\$0.42ea	\$6,300.00
Cost per single image	Est. No. of 40,000 pages	N/A	N/A	\$0.15ea	\$6,000.00	\$0.16ea	\$8,000.00
Cost per double image	Est. No. of 10,000 pages	N/A	N/A	\$0.20ea	\$2,000.00	\$0.19ea	\$1,900.00
Cost to convert microfilm documents to imaging	Est. No. of 85,000 documents	*\$0.05ea	\$0.08ea	\$0.09ea	\$7,650.00	\$0.18ea	\$15,300.00
Delivery		30 days	30 days	N/A		N/A	
Grand Total		\$4,250.00	\$6,800	\$21,650.00		\$31,500.00	

*Price does not include indexing or completion of images into multi-pages tif files. ADS anticipate these costs not to exceed a 25% increase.

*****IDD will charge \$0.11 to image folio cards.**

**ITB 20-02/03
 IMAGING TABULATION SHEET**

	Qyt.	ADS		**IDD	*Lason*		ADPT	
Cost per single image	Est. No. of 100,000 pages	\$0.09ea	\$9,000.00	\$0.09/\$0.08	\$0.095ea	\$9,500.00	\$0.26ea	\$26,00.00
				\$8,500.00				
Cost per double image	Est. No. of 50,000 pages	\$0.09ea	\$4,500.00	\$0.09/\$0.08	\$0.052ea	\$2,600.00	\$0.08ea	\$4,000.00
				\$4,250.00				
Delivery days		10days						
Grand Total		\$13,500.00		\$12,750.00	\$12,100.00		\$30,000	

*Lason method includes the indexing of the name and social security number only.

**IDD provided cost of Active record at \$0.09 and cost for In-active record for \$0.08 Average total cost \$12,750.00

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C4

**COMMISSION COMMITTEE
ASSIGNMENTS**



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2004 JUL 13 PM 2:41

CITY MANAGERS OFFICE
BY _____

*c: CMC
JGomez
L.C.*

**CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION
MEMORANDUM**

TO: JORGE GONZALEZ
CITY MANAGER

FROM: RICHARD STEINBERG *RLS/dm*
VICE MAYOR

DATE: July 12, 2004

RE: Referral to the Land Use and Development Committee-
Discussion regarding the Zoning of Religious Institutions in the
RS-4 District

I would like to place on the July 28th Commission Consent Agenda an item for referral to the Land Use and Development Committee regarding the discussion of the zoning of religious institutions in the RS-4 District.

If you have any questions, please feel free to contact my Aide, Ms. Dolores Mejia, at extension 6834.

RLS/dm

Agenda Item *CYA*
Date *7-28-04*

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C: Trish
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RECEIVED
CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

MEMORANDUM
BY _____

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH JS
COMMISSIONER

DATE: July 12, 2004

RE: MIAMI BEACH COMMUNITY HEALTH CENTER

I would like to refer to the Finance and Citywide Projects Committee a discussion regarding funding assistance for the Miami Beach Community Health Center initiatives which provide medical and nursing care to needy children at Miami Beach public schools.

Thank you.

Cc: Honorable Mayor and Commissioners
Health Facilities Authority
Committee for Quality in Education

JS/els

Agenda Item C413
Date 7-28-04


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C: CMC
RCM
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CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH
COMMISSIONER 

DATE: JULY 21, 2004

RE: REFERRAL TO MARINE AUTHORITY AND NEIGHBORHOODS
COMMITTEE

Please refer the attached letter regarding to the Marine Authority Board and the Neighborhoods Committee for discussion.

Thank you.

JS/els

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2004 JUL 22 AM 9:10
CITY MANAGERS OFFICE
BY _____

Agenda Item C4C
Date 7-28-04

M. RONALD KRONGOLD

201 ALHAMBRA CIRCLE
SUITE 801
CORAL GABLES, FLORIDA 33134
TELEPHONE: (305) 446-3033
TELECOPY: (305) 443-4469

March 29, 2004

Jose Smith, Vice Mayor
City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139

Re: Ordinance Proposing Limits on
Live a Boards and Houseboats

Dear Jose:

Enclosed please find the letter that went out to each owner in the Miami Beach Homeowners Association. The suggested language for the ordinance is contained within the letter as set for the below.

No boat, houseboat, vessel or watercraft of any kind may be used as a place of abode or dwelling while anchored, moored or tied up in any waterway, canal or within the Miami Beach city limits in Biscayne Bay.

I would appreciate it if you would sponsor this bill. Should you have any questions, please call me.

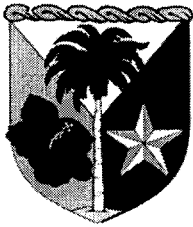
Very truly yours,



M. Ronald Krongold

MRK: mpc
Encls.

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Palm • Hibiscus • Star
ISLANDS ASSOCIATION, INC.

March 26, 2004

Amy Rabin
President, Sunset Island 3 & 4
11111 Sunset Drive
Miami Beach, FL 33139

RE: Ordinance Proposing Limits on Live a Boards and Houseboats

Dear Amy,

I hope all is well with you and the Homeowners Association on Sunset Islands 3 & 4. The Palm-Hibiscus-Star Islands Association has recently passed a resolution on a matter that should be important to each homeowners association located within the City of Miami Beach, especially those on the water. The resolution that was passed calls for the City of Miami Beach to pass an ordinance similar to those passed by North Bay Village, Miami Shores, Indian Creek, City of Coral Gables, Golden Beach, Hallandale Beach, Lake Worth and Boca Raton, to name just a few. Each of the ordinances passed by these cities is similar to the Miami Shores ordinance:

(t) (1) "No boat, houseboat, vessel or watercraft of any kind may be used as a place of abode or dwelling while anchored, moored or tied up in any waterway, canal or within the village limits in Biscayne Bay."

The situation of live a boards is totally unregulated, exempt from all code enforcement, including property maintenance, sanitation, and safety regulation. Obviously, security is also a major concern. To make things worse, live-aboard provide no tax base yet all the citizens of Miami Beach are responsible to pay for the cost of City services provided to them when they come ashore, including garbage removal, fire and police services.

What has been occurring is that boats from all parts of the Northern United States and Canada are coming to south Florida and anchoring their boats in our residences back yards sometimes only 50 to 75 feet from the rear property line of homes although Miami Beach. The residences have no way of knowing who these people are but they do know that they can not stop them from dumping and or discharging their bilges into Biscayne Bay just off of our residences rear property lines.

152 Palm Avenue • Miami Beach, FL 33139

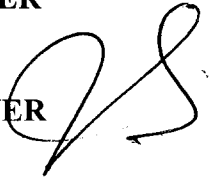
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c: CMC
J-Gomez
LC

CITY OF MIAMI BEACH
OFFICE OF THE MAYOR & COMMISSION

MEMORANDUM

TO: JORGE M. GONZALEZ
CITY MANAGER

FROM: JOSE SMITH
COMMISSIONER 

DATE: JULY 21, 2004

RE: AGENDA ITEM
REFERRAL TO PLANNING BOARD

I would like the Planning Board to consider an ordinance banning mechanical lifts as a way for developers to meet parking requirements. These lifts are unsightly, subject to frequent breakdowns and will increase density and intensity in the projects if they are approved.

Thank you.

JS/els

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BY

Agenda Item C4D
Date 7-28-04

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COMMISSION COMMITTEE REPORTS

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **REPORT OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE
MEETING HELD ON JUNE 15, 2004.**

A meeting of the Neighborhood/Community Affairs Committee was held on June 15, 2004 at 2:30 p.m. in the Mayor's Conference Room. Commissioners in attendance: Matti Herrera Bower, Saul Gross, Richard L. Steinberg, and Luis R. Garcia, Jr. City staff in attendance: Robert C. Middaugh, Assistant City Manager; Christina M. Cuervo, Assistant City Manager; Raul Aguila, First Assistant City Attorney; Vivian Guzman, Neighborhood Services Director; Ronnie Singer, Community Information Manager – CIP; and Max Sklar, Cultural Affairs and Tourism Assistant Director. Others in attendance are listed in the attached sign-in sheet.

OLD BUSINESS

1. DISCUSSION REGARDING A PROPOSAL TO EXCHANGE A CITY-OWNED PROPERTY (MUNICIPAL PARKING LOT NO. 4D) LOCATED AT 1625 WEST AVENUE FOR A VACANT LOT OWNED BY THE HOUSING AUTHORITY LOCATED AT 1231-1251 17TH STREET.

ACTION: The Committee moved to direct the Administration to enter into discussions with the Housing Authority including a careful overview of the parking situation in the neighborhood and return to the Committee for further discussion with options and recommendations.

NEW BUSINESS

2. DISCUSSION REGARDING THE FOLLOWING ORDINANCES:

- A. AN ORDINANCE AMENDING CHAPTER 102 OF THE CITY CODE, ENTITLED "TAXATION"; AMENDING DIVISION IV THEREIN, ENTITLED "TAX"; AMENDING ARTICLE V THEREIN, ENTITLED "OCCUPATIONAL LICENSE TAX"; AMENDING SECTION 102-379 THEREIN, ENTITLED "SCHEDULE OF TAXES"; SAID AMENDMENT PROVIDING FOR A FIVE PERCENT DISCOUNT TOWARD A SUBSEQUENT YEAR'S OCCUPATIONAL LICENSE IF THE LICENSEE RECEIVES NO CODE VIOLATIONS DURING THE PREVIOUS YEAR.

Agenda Item C6A
Date 7-28-04

- B. **AN ORDINANCE AMENDING SECTION 98-166 OF THE CITY CODE, ENTITLED: "DUTY TO MAINTAIN SIDEWALKS AND SWALE AREAS" BY PROVIDING A MINIMUM STANDARD OF SIDEWALK MAINTENANCE BY EVERY MERCHANT, STORE KEEPER OR OPERATOR OF A BUSINESS; SAID STANDARD BEING TO SWEEP THE SIDEWALK AT THE OPENING AND CLOSE OF THE BUSINESS DAY.**

ACTION: The Committee moved to discontinue discussion on these items.

3. **DISCUSSION REGARDING THE REVIEW AND APPROVAL OF THE PLACEMENT OF A COMMEMORATIVE PLAQUE HONORING FORMER MAYOR MEL RICHARDS.**

ACTION: The Committee moved to approve this item and bring it to a meeting of the full Commission.

OTHER BUSINESS

4. **DISCUSSION REGARDING THE USE OF CHANNEL 20 TO BROADCAST PUBLIC SERVICE ANNOUNCEMENTS.**

Commissioner Garcia requested to discuss the status of this item and why it was not part of today's agenda.

ACTION: The Committee moved to have the Administration draft an LTC regarding the status of the item, detailing what the Administration has or has not done. If it is determined the item is to come back to the Committee, it is to come back with proposed standards.

JMG/RCM/VPg/rfm

CITY OF MIAMI BEACH
Office of the City Manager
Letter to Commission No. 177-2004



To: Mayor David Dermer and
Members of the City Commission

Date: July 13, 2004

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read "Jorge".

**Subject: THE USE OF CHANNEL 20 TO TELEWISE PUBLIC SERVICE
ANNOUNCEMENTS AND OTHER GOVERNMENTAL PROGRAMMING**

The purpose of this LTC is to provide an update on the use of Channel 20 to televise public service announcements (PSAs) and other governmental programming.

At the May 5, 2004 City Commission meeting, a discussion was held regarding the use of Channel 20. The Commission agreed that programming on Channel 20 should continue to only air City produced material and discussed and agreed that materials produced by other government agencies could also be televised, particularly if the contents dealt with health and public safety.

Since May 5, the Administration has taken a number of steps to augment programming on Channel 20. Several government agencies have been contacted to obtain the rights to use their government-produced videos. To date, we have obtained and televised two different HIV prevention PSAs from the Centers for Disease Control (CDC); air-quality and water conservation PSAs from the Department of Environmental Regulation (DERM); and PSAs from the Florida Department of Agriculture. In addition to the pre-produced videos, the City is also producing several original programming in an effort to educate our residents on a number of City projects and services. Some of the programs have included topics on the City's sand dune restoration efforts and the Beachwalk project; information on our parks and recreational programs and activities, including a piece on the newly opened North Shore Park Youth Center; the new building permitting process; and a video on the City's recent Fourth of July celebration held in South Beach.

The Administration will continue to obtain and produce PSAs and programming that will positively contribute to the education of our residents and other Channel 20 viewers and will keep the City Commission informed on upcoming new programming via LTCs.

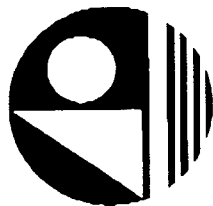
If you have any questions or need any additional information, please contact me.

JMG/vri

c: Robert Parcher, City Clerk
Vivian Guzman, Neighborhood Services Director
Nannette Rodriguez, Public Information Officer
Ron Francis, Media Specialist

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CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

JUNE 15, 2004

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NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX / EMAIL
Kathryn Haynes	Miami Beach Housing Auth	305-532-6401	(305-532-8001)
Leonard Turkel	"	305.445-9111	305.448.6691
Harold Rosen	Indiv. Inv.	5344257	.
Carolina Zamora	Neighbors - Herald	305-610-0240	czamora@herald.com
Ronnie Singer	CMB/CIAP	305-673-7071	RONNIE.SINGER@miami.gov
Kevin Gaudin	South Dade HHS Gr.	305-532-1033	Gaudin@SDBAFLA21
Richard Steinhilber	CMB	305-673-703	
LUIS GARCIA JR.	COMMISSIONER		
SAUL GROSS	COMMISSIONER		
MATT BOWER	COMMISSIONER		



CITY OF MIAMI BEACH
NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE

JUNE 15, 2004

SIGN-IN SHEET

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NAME	ORGANIZATION / DEPT.	PHONE NO.	FAX /EMAIL
VIVIAN GUZMAN	NEIG SVC / CMB.		

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CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez *JMG*
City Manager

**Subject: REPORT OF THE GENERAL OBLIGATION BOND OVERSIGHT
COMMITTEE MEETING OF JULY 12, 2004**

The General Obligation Bond Oversight Committee ("Committee") met on July 12, 2004. At the meeting, the Committee considered the following issues.

The Committee reviewed the minutes from the June 7, 2004 General Obligation Bond Oversight Committee meeting. The minutes were passed with an amendment to be brought to the Committee at their next meeting regarding a discussion on the Fire Station No. 4 project.

CHANGE ORDERS

The Administration informed the Committee that no new change orders had been approved since the last meeting. A list of the change orders approved to date is attached as "Exhibit A".

RECOMMENDATION TO CITY COMMISSION

The Administration asked the Committee to recommend that the City Commission award an A/E agreement to MC Harry Associates in the amount of \$597,072.00 for the **Collins Park Cultural Campus** project, with \$108,654.00 to come from 1999 General Obligation Bond funds allocated to the Collins Park project. The scope of the project is to include renovation to Collins Park, the Rotunda, the 21st Street Parking lot, and the streetscape surrounding Collins Park. The proposed improvements are valued at approximately \$5.5 million. Services to be provided by MC Harry would include Planning, Design, Bid/Award and Construction Administration. The Committee recommended that the City Commission award an A/E agreement to MC Harry Associates in the amount of \$597,072.00 for the Collins Park Cultural Campus project, with \$108,654.00 to come from 1999 General Obligation Bond funds allocated to the Collins Park project.

PROJECT STATUS REPORT

The Administration informed the Committee that the Contractor for the **Fire Station No. 2** project had completed the construction on the first phase, the Water Tank and Pump Station portion. Demolition of the old water tank was underway. Preliminary site work on the Fire Station No. 2 site to prepare for the construction of the new Fire Station had begun. It was anticipated that the construction of the new Fire Station would begin soon. After the new Fire Station No. 2 facility is complete, the renovation of the historic building

Agenda Item C6B
Date 7-28-04

will begin.

The Committee was told that the permit review process for the **Fire Station No. 4** project had been completed. Demolition of the existing station had already begun. The project is being priced for construction by one of the City's Job Order Contracting (JOC) contractors. Once the pricing was received the Administration would have to determine if the price was a market price. If so, the Administration would have to seek additional funding from the City Commission for the construction of the new Fire Station, hopefully at the July 28, 2004 City Commission meeting. If the price was not a market price, the project would have to be placed out to bid, which would delay the construction of the new Fire Station.

With regard to the **Normandy Isle Park and Pool** project, the Administration informed the Committee that the Administration was working the Contractor and the Contractor's Surety to remove the contract from the Contractor's hands, and turning the project over to another contractor. The Administration told the Committee that it was estimated that construction could resume within a few months.

INFORMATIONAL ITEMS

The updated calendar of community meetings was presented to the Committee, but not reviewed during the meeting.

The Administration informed the Committee that on July 7, 2004, the City Commission had provided the Administration with direction to pursue the demolition of the two (2) historic homes in the **Altos Del Mar Park**.

The Administration informed the Committee of an appropriation of \$127,916.00 from South Pointe RDA TIF funds for the **Lummus Park** project. This appropriation was made by the City Commission at their July 7, 2004 meeting to provide additional funding for the project within the South Pointe RDA boundaries, allowing the General Obligation Bond funds allocated to the project to be spent in other areas of the park.

Attachment

JMG/RCM/TH/KLM

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**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

EXHIBIT A

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Espanola Way	1	1/24/02	\$761,526.70	(\$1,085.00)	\$760,441.70	\$141,558.30	20%			Value Engineering of curb and gutter to valley gutter
Espanola Way	2	1/24/02	\$760,441.70	\$5,300.00	\$765,741.70	\$141,558.30	20%			Paid from funding outside contingency - additional sidewalk, curb and gutter
Espanola Way	3	1/24/02	\$765,741.70	\$81,650.00	\$847,391.70	\$59,908.30	20%			Add revised sanitary sewer improvements (2 manholes, relief line, Ductile Iron Pipe Sleeves) (originally anticipated)
Espanola Way	4	1/24/02	\$847,391.70	(\$27,845.00)	\$819,546.70	\$87,753.30	20%			Value Engineering of base under sidewalk
Espanola Way	5	1/24/02	\$819,546.70	\$8,568.00	\$828,114.70	\$79,185.30	20%			Revised drainage structures to comply with DERM regulations
Espanola Way	6	6/14/02	\$828,114.70	\$900.00	\$829,014.70	\$78,285.30	42%		0	Adjust Storm Drain due to conflict with FPL Duct Bank
Espanola Way	7	6/14/02	\$829,014.70	\$14,988.00	\$844,002.70	\$63,297.30	42%		0	Concrete work to reduce slopes of plaza to approx. 2%
Espanola Way	8	6/14/02	\$844,002.70	\$13,000.00	\$857,002.70	\$50,297.30	42%		+49	Storm drain modifications to adjust plaza slopes to approx. 2%
Espanola Way	9	10/21/02	\$857,002.70	\$799.00	\$857,801.70	\$50,297.30	65%		0	Loading Zone at Barcelona Hotel, requested and funded by Property Owner
Espanola Way	10	10/21/02	\$857,801.70	(\$1,708.90)	\$856,092.80	\$52,006.20	65%		0	Delete 8 Planters (Owner request)
Espanola Way	11	10/21/02	\$856,092.80	\$5,190.00	\$861,282.80	\$52,006.20	65%		21	Underground Phone and TV cables, requested and funded by property owner
Espanola Way	12	10/21/02	\$861,282.80	(\$100.00)	\$861,182.80	\$52,006.20	70%		0	Credit for error on Change Order # 9
Espanola Way	13	10/21/02	\$861,182.80	\$1,180.00	\$862,362.80	\$50,826.20	70%		0	Water line to Proposed fountain
Espanola Way	14	11/12/02	\$862,362.80	\$720.00	\$863,082.80	\$50,106.20	85%		0	Ramp at Tantra for Dumpster
Espanola Way	15	11/12/02	\$863,082.80	\$512.00	\$863,594.80	\$49,594.20	85%		0	Change Planter Layout (Owner Request)
Espanola Way	16	11/12/02	\$863,594.80	\$2,000.00	\$865,594.80	\$47,594.20	85%		5	Change inlet to Storm drains
Espanola Way	17	12/6/02	\$865,594.80	\$500.00	\$866,094.80	\$47,094.20	90%		0	Additional rain water leaders
Espanola Way	18	12/6/02	\$866,094.80	(\$1,584.50)	\$864,510.30	\$48,678.70	90%	\$	0	Plant material change by Landscape Architect
Fisher Park	1	8/10/99	\$140,451.04	\$6,874.12	\$147,325.16	\$7,201.39	27%	\$	-	New scope of work for new layout of tot lot & install new fencing
Flamingo Pool	1	9/25/01	\$2,399,800.00	\$53,500.00	\$2,453,300.00	\$239,980.00				Re-route electrical feed
Flamingo Pool	2	10/24/01	\$2,453,300.00	\$20,170.48	\$2,473,470.48	\$219,809.52	40%			relocate FPL underground line to accommodate new pool
Flamingo Pool	3	10/24/01	\$2,473,470.48	\$62,800.00	\$2,536,270.48	\$157,009.52	40%			Add Alternate # 2 - Sunburst Fence (originally anticipated)
Flamingo Pool	4	10/24/01	\$2,536,270.48	(\$8,680.00)	\$2,527,590.48	\$165,689.52	40%			Delete 3 lifeguard chairs and substitute pool coating
Flamingo Pool	5	2/19/02	\$2,527,590.48	(\$11,246.40)	\$2,516,344.08	\$176,935.92	80%		-10	Credit for using existing portion of sanitary sewer lines
Flamingo Pool	6	2/19/02	\$2,516,344.08	\$37,503.65	\$2,553,847.73	\$139,432.27	80%		+15	Revised storm system layout to include new drainage well. Installation of support haunches at large pool for structural stability.
Flamingo Pool	7	4/2/02	\$2,553,847.73	\$54,000.00	\$2,607,847.73	\$85,432.27			+10	Installation of Spray Deck, included as Add Alternate, requested by Parks (originally anticipated)
Flamingo Pool	8	4/8/02	\$2,607,847.73	\$4,264.48	\$2,612,112.21	\$85,432.27			0	Installation of interior signage, taken from signage allowance (originally anticipated)

General Obligation Bond Oversight Committee
Change Order Report - July 2004

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Flamingo Pool	9	4/30/02	\$2,612,112.21	\$17,874.42	\$2,629,986.63	\$67,557.85		\$ -	+24	furnish/install anchors for swim lines. install 5 umbrella anchors, install electrical conduit/wires and panels for night lighting system
Group A & B Parks										
Island View Park - Ph II	1	1/9/02	\$123,453.48	(\$29,330.00)	\$94,123.48	\$62,348.00	20%			Removal of Shade Pavilion from Scope of Services (at City's request)
All Parks	2	1/28/02	\$94,123.48	\$30,060.00	\$124,183.48	\$28,268.18	30%			Removal of concrete slab at Island View tot lot, upgrade to galvanized steel fencing with electrostatic paint
All Parks	3	3/1/02	\$124,183.48	\$8,703.66	\$132,887.14	\$19,564.52	75%			Addition of columns to fencing, relocation of column, addition of 43 linear feet of fencing to accommodate existing tree route systems
All Parks	4	3/1/02	\$132,887.14	\$0.00	\$132,887.14	\$19,564.52	75%		+45	Time extension due to delay of construction start to accommodate ongoing programming at parks
Crespi Park	5	5/15/02	\$132,887.14	\$6,136.00	\$139,023.14	\$13,428.52	90%	\$ -	0	Installation of specially fabricated sections of fencing to avoid conflict with tree root systems
Island View Park	1	8/4/99	\$192,053.48	\$1,775.79	\$193,829.27					Replace underground pipe for electric service to 2 existing lights
Island View Park	2	12/29/99	\$193,829.27	\$4,044.04	\$197,873.31	\$8,703.16	36%	\$ -	0	Removal of Basketball Court & restoration of area
Marseilles Drive	1	5/19/03	\$1,356,913.00	\$18,613.00	\$1,375,526.00	\$117,078.00	35%		8	Change elevation to drainage structures and pipes.
Marseilles Drive	2	5/19/03	\$1,375,526.00	(\$756.00)	\$1,374,770.00	\$117,834.00	35%		0	Credit for use of a less expensive water pipe material.
Marseilles Drive	3	5/19/03	\$1,374,770.00	\$3,957.00	\$1,378,727.00	\$113,877.00	35%		2	Use of a different material and type for all curb and gutter inlet frames and grates.
Marseilles Drive	4	7/24/03	\$1,378,727.00	\$18,240.00	\$1,396,967.00	\$95,637.00	40%		5	Additional 2" layer of asphalt requested by the Public Works Dept.
Marseilles Drive	5	7/24/03	\$1,396,967.00	(\$4,000.00)	\$1,392,967.00	\$99,637.00	40%		0	Credit for reduced drainage well depth.
Marseilles Drive	6	7/24/03	\$1,392,967.00	\$5,056.00	\$1,398,023.00	\$94,581.00	40%		2	Resolution of a conflict with a water main pipe at Rue Versailles.
Marseilles Drive	7	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		4	Additional days for document discrepancies.
Marseilles Drive	8	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		1	Additional rain delay.
Marseilles Drive	9	7/24/03	\$1,398,023.00	\$0.00	\$1,398,023.00	\$94,581.00	40%		16	Delay due to FDOT lane closure permit.
Marseilles Drive	10	8/12/03	\$1,398,023.00	\$17,200.00	\$1,415,223.00	\$77,381.00	55%		6	Re-routing of water main pipe at Normandy and Rue Notre Dame to avoid conflict with existing gas main and storm sewer pipe.
Marseilles Drive	11	8/12/03	\$1,415,223.00	\$3,802.00	\$1,419,025.00	\$73,579.00	55%		2	Replacement of existing sanitary sewer pipe at Bay Drive and Marseilles.
Marseilles Drive	12	8/12/03	\$1,419,025.00	\$6,080.00	\$1,425,105.00	\$67,499.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Versailles.
Marseilles Drive	13	8/12/03	\$1,425,105.00	\$6,080.00	\$1,431,185.00	\$61,419.00	55%		0	Additional 2" layer of asphalt requested by the Public Works Dept. at Rue Notre Dame.
Marseilles Drive	14	8/12/03	\$1,431,185.00	\$2,622.00	\$1,433,807.00	\$58,797.00	55%		6	Removal of 95 Ft. of existing curb and gutter and replacement with new valley gutter. Removal of existing grate and replacement at different location due to a change in design at an intersection.

**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Marseilles Drive	15	8/12/03	\$1,433,807.00	\$1,437.00	\$1,435,244.00	\$57,360.00	55%		1	Added traffic control loop at Rue Versailles and Normandy Drive.
Marseilles Drive	16	8/12/03	\$1,435,244.00	\$5,060.00	\$1,440,304.00	\$52,300.00	55%		5	Existing tree removal at Rue Notre dame due to line of sight.
Marseilles Drive	17	8/12/03	\$1,440,304.00	\$4,613.00	\$1,444,917.00	\$47,687.00	55%		2	Additional storm drainage structure.
Marseilles Drive	18	12/19/03	\$1,444,917.00	\$1,320.00	\$1,446,237.00	\$46,367.00	85%		7	Electrical Service for Irrigation Controller.
Marseilles Drive	19	12/19/03	\$1,446,237.00	\$0.00	\$1,446,237.00	\$46,367.00	85%		0	This Change Order was voided because the CMB declined to install additional street light at Cul-De-Sac.
Marseilles Drive	20	12/19/03	\$1,446,237.00	(\$179.00)	\$1,446,058.00	\$46,546.00	85%		0	Credit for replacing 1#5 Re-Bar wit a # 3 Re-Bar.
Marseilles Drive	21	12/19/03	\$1,446,058.00	\$11,539.75	\$1,457,597.75	\$35,006.25	85%		10	Re-Construct Rue Versailles to conform revised elevations.
Marseilles Drive	22	12/19/03	\$1,457,597.75	\$21,793.75	\$1,479,391.50	\$13,212.50	85%		38	To install new drainage system along Marseille Drive, Labor and equipment
Marseilles Drive	23	12/19/03	\$1,479,391.50	\$3,474.00	\$1,482,865.50	\$9,738.50	85%		0	To install new drainage system along Marseille Drive, material.
Marseilles Drive	24	12/19/03	\$1,482,865.50	(\$438.00)	\$1,482,427.50	\$10,176.50	85%		0	Credit to the CMB for 2-1/2" water meter of Irrigation system.
Marseilles Drive	25	12/19/03	\$1,482,427.50	\$1,716.00	\$1,484,143.50	\$8,460.50	85%		3	Installation of irrigation main line from STA 7+00 to STA 8+10
Marseilles Drive	26	12/19/03	\$1,484,143.50	\$0.00	\$1,484,143.50	\$8,460.50	85%		2	16" water main tied in, Change Order for 2 additional days only.
Marseilles Drive	27	1/7/04	\$1,484,144.75	(\$11,796.00)	\$1,472,348.40	\$20,256.50	90%		0	Deleted work at Cul-De-Sac of Rue Notre Dame.
Marseilles Drive	28	1/7/04	\$1,472,348.40	(\$5,534.50)	\$1,466,813.90	\$25,791.00	90%		3	Deleted Landscape work at Rue Versailles & N. Drive.
Marseilles Drive	29	1/7/04	\$1,466,813.90	(\$1,055.00)	\$1,465,758.90	\$26,846.00	90%		0	Deleted Landscape work at Rue Notre Dame & N. Drive.
Marseilles Drive	30	1/7/04	\$1,465,758.90	\$400.00	\$1,465,358.90	\$26,446.00	90%		1	Additional Sidewalk at East side of R. Notre Dame & N. Drive.
Marseilles Drive	31	1/7/04	\$1,465,358.90	\$622.00	\$1,466,820.90	\$25,784.00	90%		0	Additional Pictures for August, September & October.
Marseilles Drive	32	1/7/04	\$1,466,820.90	\$495.00	\$1,467,315.90	\$25,289.00	90%		1	To Replace Irrigation Backflow Preventer
Marseilles Drive	33	1/7/04	\$1,467,315.90	\$0.00	\$1,467,315.90	\$25,289.00	90%		12	Additional Time for Landscaping, Marking due to Water Meter
Marseilles Drive	34	1/7/04	\$1,467,315.90	\$550.00	\$1,467,865.90	\$24,739.00	90%		2	Repair Brick Pavers at East & West side of Rue Versailles & N. Drive.
Marseilles Drive	35	1/7/04	\$1,467,865.90	\$0.00	\$1,467,865.90	\$24,739.00	90%		6	Additional Time for the Last Lift of Asphalt along Marseille.
Marseilles Drive	36	1/7/04	\$1,467,865.90	\$3,057.00	\$1,470,922.90	\$21,682.00	95%	\$159,614.97	18	Modification to Service Track plus installation of Electric Meter Can
Normandy Isle Park and Pool	1	9/10/02	\$2,264,000.00	\$1,708.00	\$2,265,708.00	\$218,004.00	0.05%		0	Reimbursement for payment for Removal of FPL facilities from Pool Building
Normandy Isle Park and Pool	2	9/10/02	\$2,265,708.00	\$0.00	\$2,265,708.00	\$218,004.00	0.05%		84	Time delay related to waiting for relocation of County and FDOT facilities
Normandy Isle Park and Pool	3	3/10/03	\$2,265,708.00	\$1,078.00	\$2,266,786.00	\$216,926.00	0.05%		0	Additional work to dig test pits
Normandy Isle Park and Pool	4	12/10/02	\$2,266,786.00	\$179,000.00	\$2,445,786.00	\$37,926.00	1.00%		0	To reinstate the piling foundation system and concrete deck previously removed during value engineering
Normandy Isle Park and Pool	5	10/7/03	\$2,445,786.00	\$0.00	\$2,445,786.00	\$37,926.00	25%		102	Approved additional 102 days due to negotiations related with the pool deck.

Bolded items reflect Change Orders that have occurred since the last General Obligation Bond Oversight Committee meeting.

**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Normandy Isle Park and Pool	6	12/3/03	\$2,445,786.00	\$15,864.98	\$2,461,650.98	\$37,926.00	35%		15	P&R Requested modifications and additions to contract.
Normandy Isle Park and Pool	7	1/14/04	\$2,461,650.98	\$23,488.75	\$2,485,139.73	\$37,926.00	35%		0	To install additional floor drains. Demolish & disposal existing Playground, installing P.V.C. for irrigation, Changes along deck level.
Normandy Isle Park and Pool	8	3/8/04	\$2,485,139.73	\$0.00	\$2,485,139.73	\$37,926.00			53	Additional 53 days to Contract time due to expired pool permits plan re-processing.
Normandy Isle Park and Pool	9	3/8/04	\$2,485,139.73	\$12,320.41	\$2,497,460.14	\$25,605.59	47%		0	Installation of additional underground primary and secondary electrical conduits and wiring and relocation of FPL electrical transformer.
Normandy Isle Park and Pool	10	4/8/04	\$2,497,460.14	\$12,270.34	\$2,509,730.48	\$13,335.25	47%		8	Revisions to structural scope by addition of collector tank and extension of the pool pump room.
Normandy Isle Park and Pool	11	4/22/04	\$2,509,730.48	(\$143,750.00)	\$2,365,980.48	\$157,085.25	47%	\$1,214,304.14	-10	Removal of Scope of Work: perimeter fence, landscaping and irrigation on the park portion of the Project.
North Shore Open Space Park - Phase II	1	10/15/02	\$361,651.00	\$300.00	\$361,951.00	\$40,265.00	25%		0	Demolish and dispose two (2) existing vita course stations (not included in original scope)
North Shore Open Space Park - Phase II	2	10/28/02	\$361,951.00	\$1,477.00	\$363,428.00	\$38,788.00	28%		0	Installation of 2 4" sleeves at three locations under the newly installed 15' wide pathway
North Shore Open Space Park - Phase II	3	11/14/02	\$363,428.00	\$2,642.71	\$366,070.71	\$36,145.29	30%		0	re-grading of the areas of the old guard house and along the existing pathway in order to allow a smoother grade/transition
North Shore Open Space Park - Phase II	4	11/14/02	\$366,070.71	\$199.03	\$366,269.74	\$35,946.26	30%		0	Deletion of Asphalt Striping and addition of 1" of asphalt from 79th Street to 81st Street as a means of reinforcing surfacing for anticipated heavy traffic
North Shore Open Space Park - Phase II	5	5/19/03	\$366,269.74	(\$6,770.40)	\$359,499.34	\$42,716.66	100%	\$	0	Credit for 7,440 square feet of defective asphalt.
North Shore Park and Youth Center	1	4/11/02	\$5,659,357.00	\$6,000.00	\$5,665,357.00	\$307,168.00	3%			To hire a locator service to locate and identify underground utilities
North Shore Park and Youth Center	2	4/29/02	\$5,665,357.00	\$4,480.00	\$5,669,837.00	\$302,688.00	5%			To dispose of sports lighting poles and selected foundations (Park Portion)
North Shore Park and Youth Center	3	4/29/02	\$5,669,837.00	\$12,086.00	\$5,681,923.00	\$290,602.00	5%			To provide separate electrical meter services for the Tennis Center as requested by the Parks & Rec. Dept. (Park Portion)
North Shore Park and Youth Center	4	8/5/02	\$5,681,923.00	\$89,776.00	\$5,771,699.00	\$290,602.00	11%		0	To include value engineered items back in the project: different locker construction, alternate door construction and size, alternate wood gymnasium floors and construction of 2 additional tennis courts (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	5	8/5/02	\$5,771,699.00	\$321,526.00	\$6,093,225.00	\$290,602.00	11%		0	To include sport lighting for the project (originally anticipated). Funded through GO Bond funds reallocated after addition of CDBG funds.
North Shore Park and Youth Center	6	8/9/02	\$6,093,225.00	\$61,965.00	\$6,155,190.00	\$228,637.00	15%		0	To provide 6 storm drain retention tanks to meet DEP requirements.
North Shore Park and Youth Center	7	8/21/02	\$6,155,190.00	\$21,076.00	\$6,176,266.00	\$207,561.00	18%		0	To relocate the and upgrade the existing FPL Transformer

Bolded items reflect Change Orders that have occurred since the last General Obligation Bond Oversight Committee meeting.

**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	8	10/24/02	\$6,176,266.00	\$10,939.00	\$6,187,205.00	\$196,622.00	30%		24	Relocation of 5 pigeon plums as requested by DERM and additional exit lights within the Tennis Center as requested by The Building Department
North Shore Park and Youth Center	9	11/13/02	\$6,187,205.00	\$38,872.00	\$6,226,077.00	\$196,622.00	38%		0	Additional 2 clay tennis courts for total of 12 courts. Funding came from North Beach Quality of Life/Resort Tax Fund
North Shore Park and Youth Center	10	1/8/03	\$6,226,077.00	\$1,403.00	\$6,227,480.00	\$195,219.00	50%		108	Cost for stand alone fire alarm system for Tennis Center (\$7,830), credit for changes to main sewer line (-\$2,027.52) and raising top of footing elevation at Youth Center and Gymnasium (-\$4,400)
North Shore Park and Youth Center	11	1/8/03	\$6,227,480.00	\$11,447.00	\$6,238,927.00	\$183,772.00	50%		0	Additional exit signs for Tennis Center (\$1,857) and reconfiguration of storm drainage system (9,590)
North Shore Park and Youth Center	12	1/8/03	\$6,238,927.00	\$28,548.00	\$6,267,475.00	\$155,224.00	50%		0	Additional data services requested by owner, upgrade of window color, and location of a drain at practice tennis court
North Shore Park and Youth Center	13	2/14/03	\$6,267,475.00	\$6,272.00	\$6,273,747.00	\$148,952.00	55%			Additional phone conduit & receptacle (owner request), concrete pad for FPL electric transformer, and structural change to support A/C ducts in Gym north wall
North Shore Park and Youth Center	14	5/19/03	\$6,273,747.00	\$30,464.00	\$6,304,215.00	\$136,242.00	75%		0	1. Provision of gypsum drywall ceiling for Tennis Center restrooms-\$1,290; 2. Inclusion of Value Eng. Item 16R - \$17,754; 3. Exterior paint color sample -\$237; 4. Removal of trees \$1,881.25; 5. Additional 4" roof drain-\$1,616; 6. Tennis court irrigation line \$3,773; 7. Additional roof insulation- \$1,773.75; 8. Two(2) 2" PVC Duct Bank- \$2,138.60
North Shore Park and Youth Center	15	6/10/03	\$6,304,215.00	\$66,464.00	\$6,370,679.00	\$105,273.00	75%		20	1. Drop ceiling in Tennis Center- \$748; 2. Provision of access ladder to access the roof \$3,333; 3. Construction of 4 dugouts-\$57,502; 4. Installation of additional strobe lights- \$4,881. Additional 20 days was granted for construction of dugouts.
North Shore Park and Youth Center	16	7/15/03	\$6,370,679.00	\$24,045.00	\$6,394,724.00	\$81,228.00	75%		31	1. Relocation of 2 light poles at the Tennis Center \$12,220 - 2. Addition of 6 area drains on the north side of the Tennis court area to introduce an underground drainage system.
North Shore Park and Youth Center	17	7/15/03	\$6,394,724.00	\$7,750.00	\$6,402,474.00	\$73,478.00	75%		10	1. Sidewalk addition to provide access to the entry ramps south of the building - \$7,075; 2. Addition of sprinkler heads requested by Fire Inspector - \$1,753; 3. Credit for deletion of stucco at Youth Center West wall - (\$1,078). Contract time will be increased 10 days for Phase 3 and 31 days for Phase 2.
North Shore Park and Youth Center	18	8/25/03	\$6,402,474.00	\$6,219.00	\$6,408,693.00	\$67,259.00	85%		0	Four picket gates at North and South Entrances not shown on contract documents.
North Shore Park and Youth Center	19	8/25/03	\$6,408,693.00	\$19,298.00	\$6,427,991.00	\$47,961.00	85%		0	Install two rain water scuppers and additional roofing at West Entrance. Enclosure of ductwork a gymnasium.

**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
North Shore Park and Youth Center	20	4/23/04	\$6,427,991.00	\$17,541.00	\$6,445,532.00	\$30,420.00	95%	\$ 794,688.00	162	Credit for Underground Utility Exploration from CO #1 (- \$5,760.00), Provide a 4" diam. Water meter (\$14,420.00), Additional Fire Alarm devices as required by Fire Inspection (\$3,413.00), Sign for South Entrance (\$991.00), Removal of trees from West baseball field (\$3,210.00). Additional 162 day time extension for Phase I only. Net Current Days are for Phase I: 320, Phase II: 61, and Phase III: 60.
North Shore Park and Youth Center	21	4/23/04	\$6,445,532.00	\$21,065.00	\$6,466,597.00	\$9,355.00	95%	\$ 794,688.00	15	Interior Paint at Stair 2 (\$1,393.87), Temporary Power Reimbursement to GC (\$4,286.39), Additional fire Sprinkler Valve for Elevator Shaft (\$1,013.73), Electrical Service SE Field Water Fountain (\$1,902.01), Street Cuts North Entrance (\$4,701.33), Water Fountain Backflow Valve (\$636.69), Landscape Credit (- \$1,841.00), Single Phase 220V for Elevator (\$1,597.72), Restroom Vanities Counter Supports (\$1,454.48), Water Fountain ADA Compliance (\$1,491.69). Job Site Security during FTAA as requested by City (\$4,428.00).
Scott Rakow Youth Center	1	1/16/02	\$2,845,700.00	\$47,300.00	\$2,893,000.00	\$0.00	10%		0	Alternates 1, 2 and 4 for Phasing plan, outdoor rubber flooring and landscaping
Scott Rakow Youth Center	2	N/A	\$0.00	\$0.00	\$0.00	\$0.00	0%		0	VOIDED
Scott Rakow Youth Center	3	2/19/02	\$2,893,000.00	\$0.00	\$2,893,000.00	\$0.00	30%		89	89 day time extension
Scott Rakow Youth Center	4	2/19/02	\$2,893,000.00	(\$36,008.00)	\$2,856,992.00	\$0.00	50%		0	Delete elevator and folding partitions
Scott Rakow Youth Center	5	5/21/02	\$2,856,992.00	\$29,700.00	\$2,886,692.00	\$250,000.00	60%		0	Relocate utilities, additional electrical service to ice rink, reroute Bell South underground service
Scott Rakow Youth Center	6	9/24/02	\$2,886,692.00	\$36,008.00	\$2,922,700.00	\$213,992.00	70%		0	Adding back in the elevator and folding partitions
Scott Rakow Youth Center	7	9/24/02	\$2,922,700.00	\$160,594.77	\$3,083,294.77	\$53,397.23	70%		0	Rerouting storm pipe, additional fire devices and fixtures, repairs to broken water main, remobilization for auger cast piles, paint locker room walls and ceilings, relocation of pedestrian crossing signal, repair of BellSouth lines, repair concrete beams, Zamboni water heater, Water Absorption Tank and monitoring system, rerouting conduit, HVAC unit roof frame, delete basketball court floor replacement work, new foundation for north stairs, modifications to roof and roof structure
Scott Rakow Youth Center	8	11/8/02	\$3,083,294.77	\$9,306.25	\$3,092,601.02	\$4,166.00 *	80%		0	Installation of louvered door at mechanical room

* Specific costs were paid out of project contingency to FPL, Bell South, PSI Geotechnical, Threshold Inspector. These costs were not paid through the contractor and therefore would not be a part of a change order to the Contractor.

**General Obligation Bond Oversight Committee
Change Order Report - July 2004**

Project	CO #	Date of Approval	Original Contract Amount	Change Order Amount	Revised Contract Amount	Remaining Contingency	% of Project Complete (approx.)	Contract Amount Remaining to be Paid	# of Days	Purpose
Scott Rakow Youth Center	9	1/8/03	\$3,092,601.02	(\$21,016.08)	\$3,071,584.94	\$25,182.08	85%		0	Credit for security guard services and ammonia monitoring system. System will be monitored through Fire Alarm panel.
Scott Rakow Youth Center	10	1/8/03	\$3,071,584.94	\$11,844.81	\$3,083,429.75	\$13,337.27	85%		0	Electrical wiring modifications for existing pool and restrooms; furnish and install new light fixture at entrance; furnish and install new 480v/60amp electrical feeder for new water heater and pump at Zamboni room
Scott Rakow Youth Center	11	2/25/03	\$3,083,429.75	\$2,950.11	\$3,086,379.86	\$110,387.16	85%		0	Work required for fire alarm panel relocation, and addition of strobe and horn for ammonia leak detection device. \$100,000 was added to the project contingency.
Scott Rakow Youth Center	12	4/4/03	\$3,086,379.86	\$10,406.70	\$3,096,786.56	\$99,980.46	85%		0	Relocation of electrical equipment, installation of panic hardware at ice rink entrance doors, and automation of ice rink equipment room fan with ammonia detection panel.
Scott Rakow Youth Center	13	6/30/03	\$3,096,786.56	\$39,860.58	\$3,136,647.14	\$60,119.88	90%		0	Installation of new louver and ductwork to maintain fresh air intake at existing mechanical room, installation of new emergency exit lights, new 42" railing at entry ramp area, additional conduit and wiring to connect ice rink equipment room exhaust fan to fire alarm panel.
Scott Rakow Youth Center	14	8/7/03	\$3,136,647.14	(\$4,500.00)	\$3,132,147.14	\$64,619.88	90%	\$580,162.93	0	Credit for deletion of 4-foot concrete sidewalk along Pine Tree Drive.
Tatum Park	1	2/23/00	\$341,518.36	\$50,987.25	\$392,505.61					new basketball court (originally anticipated)
Tatum Park	2	2/23/00	\$392,505.61	\$33,012.05	\$425,517.66	\$4,477.89	81%			sports and security lighting (originally anticipated)
Tatum Park	3	11/1/01	\$425,517.66	(\$1,800.00)	\$423,717.66	\$6,277.89	100%	\$	-	Contractor's portion of Safety Surface Installation

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RESOLUTIONS

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing the execution of a Memorandum of Understanding between the Miami City Ballet and the City of Miami Beach regarding the use of the Miami City Ballet building located at 2200 Liberty Avenue as a Forward Command Post during specified hurricane conditions.

Issue:

Shall the City Commission approve the execution of a Memorandum of Understanding between the Miami City Ballet and the City of Miami Beach?

Item Summary/Recommendation:

The City of Miami Beach desires to use the Miami City Ballet building for a Forward Command Post and Landfall Team shelter for category 2, 3 and 4 hurricanes. This will require a number of temporary modifications to the building, to be paid for by the City of Miami Beach, according to plans first approved by the Miami City Ballet.

The Administration recommends that the Mayor and City Commission approve the Resolution.

Advisory Board Recommendation:

N/A


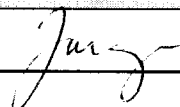
Financial Information:

Source of Funds: <div style="border: 1px solid black; width: 80px; height: 40px; margin: 5px 0;"></div> Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Ramiro Inguanzo

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7A
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE MIAMI CITY BALLET AND THE CITY OF MIAMI BEACH REGARDING THE USE OF THE MIAMI CITY BALLET BUILDING LOCATED AT 2200 LIBERTY AVENUE AS A FORWARD COMMAND POST DURING SPECIFIED HURRICANE CONDITIONS.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach desires to use the Miami City Ballet building for a Forward Command Post and Landfall Team shelter for category 2, 3 and 4 hurricanes. This will require a number of temporary modifications to the building, to be paid for by the City of Miami Beach, according to plans first approved by the Miami City Ballet.

The Memorandum of Understanding defines the roles and responsibilities of both agencies prior to, during and after a hurricane emergency operation conducted on Miami City Ballet property.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the Resolution.

JMG/RI/lc

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE MIAMI CITY BALLET AND THE CITY OF MIAMI BEACH REGARDING THE USE OF THE MIAMI CITY BALLET BUILDING, LOCATED AT 2200 LIBERTY AVENUE, AS A FORWARD COMMAND POST DURING SPECIFIED HURRICANE CONDITIONS.

WHEREAS, the City desires to use the Miami City Ballet building, located at 2200 Liberty Avenue, for a Forward Command Post and Landfall Team shelter for Category 2, 3 and 4 hurricanes; and

WHEREAS, this limited use of the Miami City Ballet building is subject to the Agreement between the parties for the terms and conditions of such use.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the City Manager is authorized to execute a Memorandum of Understanding between the Miami City Ballet and the City of Miami Beach regarding the use of the Miami City Ballet building, located at 2200 Liberty Avenue, as a Forward Command Post during specified hurricane conditions.

PASSED and ADOPTED this ____ day of _____, 2004

MAYOR

ATTEST:

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney Date 7/21/04

**MEMORANDUM OF UNDERSTANDING BETWEEN
MIAMI CITY BALLET
AND
THE CITY OF MIAMI BEACH**

This Memorandum of Understanding (MOU) is entered into this ____ day of _____, 2004, by the Miami City Ballet, a not for profit corporation whose principal address is 2200 Liberty Avenue, Miami Beach, Florida and the City of Miami Beach, Florida, a municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida.

1. This Memorandum of Understanding outlines the agreement between Miami City Ballet (MCB) and the City of Miami Beach, Florida (CMB) regarding the use of the MCB Facility, located at 2200 Liberty Avenue, Miami Beach, Florida (the Facility) during specified hurricane conditions.
2. The CMB fully recognizes and understands that the MCB Facility is private property and that MCB has authority over what takes place on its premises, subject to compliance with applicable laws.
3. The CMB desires to use the Facility for a Forward Command Post and Landfall Team shelter for Category 2, 3 and 4 hurricanes.
4. All work done at the Facility for accomplishment of the use stated within Paragraph 2 hereinabove will be properly permitted and done according to all State, local and CMB Code requirements.
5. The CMB shall assume responsibility for repair of any damage to the Facility directly caused by its authorized personnel or any other City authorized officers, agents, contractors, and employees, but only to the extent that such damage is the direct result of the City's use of the Facility pursuant to this MOU and/or the work contemplated by paragraph 4 above.
6. The CMB will return the Facility to MCB after each usage in the same condition it was prior to the hurricane emergency, excepting any damage to the Facility caused by the hurricane and/or unauthorized third parties. If, however, such hurricane damage to the Facility or its contents is the result of any intentional or negligent act or omission of authorized CMB personnel, as set forth in paragraph 5 above, then repair of said damage will be the responsibility of the CMB.
7. This Agreement shall become effective upon the date of the last party to sign. The Agreement shall be in effect for a term of three (3) years, through December 31, 2007.

8. CMB employees shall commence to occupy the Facility 36 hours before projected landfall, as declared by the National Hurricane Center. The City will vacate the Facility as soon as it is deemed safe for the City employees by the CMB.
9. The MCB Facilities Coordinator and other designees will have the right to stay in the Facility during occupancy by the CMB to assist with any questions about the facility.
10. Either MCB and/or the City may terminate this Agreement without cause and/or convenience upon thirty (30) days written notice to the other party; provided that this Agreement may not be terminated by MCB during "Hurricane Season", defined herein as the period from June 1st through November 30th of any year during the term herein.
11. All notices under this Agreement shall be deemed properly give if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to City:

If to MCB:

12. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in Federal Court.

MARK ROSENBLUM
Facilities Coordinator, Miami City Ballet

JORGE M. GONZALEZ
City Manager, City of Miami Beach

PAMELA GARDINER
Executive Director, Miami City Ballet

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney Date

CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY



Condensed Title:

A Resolution of the Mayor and City Commission of the City of Miami Beach, Florida, amending the names of authorized signatories to the Miami Beach Convention Center and Jackie Gleason Theater bank accounts.

Issue:

The approval of a revision to authorized signatories for Miami Beach Convention Center and Jackie Gleason Theater bank accounts due to a change in SMG personnel.


Item Summary/Recommendation:

The item recommends the revision of authorized signatories to the bank accounts at Citibank Federal Savings Bank due to a change in SMG personnel. Jeffrey Iserson, former Director of Finance for the facilities, has left SMG's employment, and is being replaced by Barbara Gray as Director of Finance for the facilities. Ms. Gray is to be added as a signatory to the accounts, and Mr. Iserson is to be removed as same.

Advisory Board Recommendation:

n/a

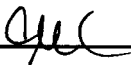
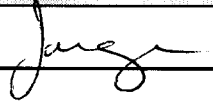
Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	n/a		
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Doug Tober

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C7B

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTIONS NO. 2000-24211, 2000-23855, 97-22375 AND 97-22600, RESPECTIVELY, WHICH ESTABLISHED THE BANK ACCOUNTS WITH CITIBANK FEDERAL SAVINGS BANK, ENTITLED, "CITY OF MIAMI BEACH/MIAMI BEACH CONVENTION CENTER" AND "CITY OF MIAMI BEACH/JACKIE GLEASON THEATER" TO PROVIDE FOR DESIGNATED SIGNATORIES TO THE ACCOUNTS FROM SMG AND THE CITY ADMINISTRATION.**

ADMINISTRATION RECOMMENDATION:

Approve the resolution authorizing the revision.

BACKGROUND:

Resolution 97-22375 established bank accounts with Citibank Federal Savings Bank, for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts. Resolutions 2000-24211, 2000-23855, 97-22600, have subsequently amended Resolution 97-22375 by amending the names of authorized individuals to execute official vouchers from the bank accounts.

SMG, managing agent for the Miami Beach Convention Center and Jackie Gleason Theater for the City of Miami Beach, has recently had a change in personnel currently listed as authorized signatories. This resolution should be approved to authorize the addition of the name of Barbara Gray, Director of Finance, Miami Beach Convention Center/Jackie Gleason Theater, and to remove the name of Jeffrey Iserson, former Director of Finance for the facilities, as authorized to execute vouchers on the accounts for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts.

CONCLUSION

The resolution should be approved to effect the change in authorized signatories for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts bank accounts.

JMG/CMC/DWT/rar

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING RESOLUTIONS NO. 2000-24211, 2000-23855, 97-22375 AND 97-22600, RESPECTIVELY, WHICH ESTABLISHED THE BANK ACCOUNTS WITH CITIBANK FEDERAL SAVINGS BANK, ENTITLED, "CITY OF MIAMI BEACH/MIAMI BEACH CONVENTION CENTER" AND "CITY OF MIAMI BEACH/JACKIE GLEASON THEATER" TO PROVIDE FOR DESIGNATED SIGNATORIES TO THE ACCOUNTS FROM SMG AND THE CITY ADMINISTRATION.

WHEREAS, Resolution No. 97-22375 established bank accounts at Citibank Federal Savings Bank, but did not specifically provide for SMG, as the City's manager and agent at the Miami Beach Convention Center/Jackie Gleason Theater of the Performing Arts, and the City of Miami Beach to execute vouchers on the bank accounts entitled, "City of Miami Beach/Miami Beach Convention Center" and "City of Miami Beach/Jackie Gleason Theater"; and

WHEREAS, Resolution No. 2000-24211, Resolution No. 2000-23855, and Resolution No. 97-22600 amended Resolution No. 97-22375 by providing for designated signatories to the accounts from SMG and the City Administration; and

WHEREAS, names authorized to execute vouchers on behalf of the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts are to be amended; and

WHEREAS, the Administration wishes to add the name of Barbara Gray, Director of Finance, Miami Beach Convention Center/Jackie Gleason Theater, and remove the name of Jeffrey Iserson as designated signatories.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that Resolution Nos. 2000-24211, Resolution No. 2000-23855, Resolution No. 97-22375 and Resolution No. 97-22600 are hereby respectively amended, adding the name of Barbara Gray, Director of Finance, Miami Beach Convention Center/Jackie Gleason Theater, and removing the name of Jeffrey Iserson, as one of the authorized individuals to execute official vouchers from the City of Miami Beach/Miami Beach Convention Center and the Jackie Gleason Theater of the Performing Arts accounts.

PASSED AND ADOPTED this 28th day of July, 2004.


Attest:

MAYOR

CITY CLERK

JMG/CMC/DWT/rar

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**

**Condensed Title:**

A resolution authorizing the Administration to continue the application process to designate a National Heritage Area in Miami Beach, and further establishing a Steering Committee to oversee and advise on the National Heritage Area designation process.

Issue:

Shall the Mayor and City Commission authorize the Administration to continue pursuing designation of a National Heritage Area in Miami Beach and establish a Steering Committee to oversee the process?

Item Summary/Recommendation:

A National Heritage Area is a region in which residents, businesses, and local governments have joined together to conserve and celebrate heritage and special landscapes. In these areas, the culture and history shape the landscape. Each heritage area is a settled landscape that tells the story of its residents, where the land and the local environment have shaped traditions and cultural values in the people who live there. A place where the resident's use of the land has created and sustained a landscape that reflects their cultures. This program does not involve Federal regulation of private property.

It is recommended that the Miami Beach National Heritage Area Steering Committee be established to serve as a group of residents, businesses, and not-for-profits who are committed to working together to educate all who live, work, or visit Miami Beach about the area's natural, historic, and cultural resources, which, along with its people, have created a unique landscape and identity that, since its earliest beginnings through today, has been and continues to be an important part of the national heritage.

Advisory Board Recommendation:

Miami Beach City Commission, February 25, 2004

Financial Information:

Source of Funds:				
		Amount	Account	Approved
	1			
	2			
	3			
	4			
N/A	Total			
Finance Dept.				

City Clerk's Office Legislative Tracking:

Kevin Crowder, Economic Development

Sign-Offs:

Department Director	Assistant City Manager	City Manager

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO CONTINUE THE APPLICATION PROCESS TO ESTABLISH A NATIONAL HERITAGE AREA IN MIAMI BEACH, AND FURTHER ESTABLISHING A STEERING COMMITTEE TO OVERSEE THE NATIONAL HERITAGE AREA DESIGNATION PROCESS.

ADMINISTRATION RECOMMENDATION

The Administration recommends that the City Commission approve the Resolution.

ANALYSIS:

At the February 25, 2004 City Commission meeting, the Administration was directed to return to the Commission with the appropriate charge/mission for a National Heritage Area Steering Committee, as well as suggestions on categories for appointments to the committee.

A National Heritage Area is a region in which residents, businesses, and local governments have joined together to conserve and celebrate heritage and special landscapes. In these areas, the culture and history shape the landscape. Each heritage area is a settled landscape that tells the story of its residents, where the land and the local environment have shaped traditions and cultural values in the people who live there. A place where the resident's use of the land has created and sustained a landscape that reflects their cultures. This program does not involve Federal regulation of private property.

Pursuit of a National Heritage Area designation for Miami Beach will require partnership between many organizations and agencies at the local, regional, state and federal levels, including: the City of Miami Beach, cultural and historic preservation organizations, the Greater Miami Convention and Visitors Bureau, Visit Florida, the Florida Department of State, the US Department of the Interior, Chambers of Commerce, neighborhood and homeowners associations, museums, schools, business districts, and individual business owners and residents.

Three key components of the National Park Service review will be:

1. A local commitment to get resources

2. A grassroots effort, rather than simply a government initiative
3. Desire to implement the project with or without federal designation or funding.

Successful designation of Miami Beach as a National Heritage Area will require a two-pronged approach: Political and Organizational.

The political efforts will include strong support of the concept at the federal, state, and regional levels. This includes both elected officials (Congressional representatives, state legislators, county commissioners), and administration (Parks, Historic Preservation, Cultural agencies at the federal, state and county level). The City's state and congressional representatives have already indicated their support, as have State tourism and historic preservation officials. Additionally, the National Park Service, which administers the program, has already indicated interest in the concept of a National Heritage Area in Miami Beach. One charge of the Steering Committee will be to build on and expand this regional, state and national support.

The organizational effort consists of three subcategories:

1. Inventory/Asset Analysis (natural, cultural, and historic resources)
2. Development of Themes (history, evolution & progress, national significance)
3. Confluence of cultures (a story that's not being told, and/or, a story that can only be told in Miami Beach.

The Administration recommends the following Steering Committee mission and composition:

Mission

The Miami Beach National Heritage Area Steering Committee is a group of residents, businesses, and not-for-profits who are committed to working together to educate all who live, work, or visit Miami Beach about the area's natural, historic, and cultural resources, which, along with its people, have created a unique landscape and identity that, since its earliest beginnings through today, has been and continues to be an important part of the national heritage.

Specific Tasks

- Review existing assets and inventory new assets and resources.
- Designation of boundaries.
- Develop themes that tell the unique story of Miami Beach.
- Determine the scope of services for a consultant to prepare the feasibility study, if one is needed, and identify funding for the study, preparation, and presentation.
- Complete the feasibility study.
- Increase support of the Miami Beach NHA application by regional, state and national agencies, organizations and elected officials.
- Recommend structure of continuing management entity.

Recommended Steering Committee Composition

Miami Design Preservation League

Dade Heritage Trust

Greater Miami CVB

Cultural Arts Council

Local/Regional Historian

Local Resident

Local Business Owner

South Beach Representative

Middle Beach Representative

North Beach Representative

Open Space/Environmental Advocate

Architect

A list of potential names have been drafted to participate in the steering committee as attached in Exhibit A.

JMG/CMC/KC

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EXHIBIT A

Potential Candidates for National Heritage Designation Area Steering Committee

Miami Design Preservation League
Dade Heritage Trust
Greater Miami CVB
Cultural Arts Council
Local/Regional Historian
Local Resident
Local Business Owner
South Beach Representative
Middle Beach Representative
North Beach Representative
Open Space/Environmental Advocate
Architect

Betty Gutierrez
Becky Matkov
George Neary
Ada Llerandi
Arva Moore Parks
Jeff Donnelly
Marlo Courtney
Cathy Leff
Melanie Muss
Randall Robinson
Nancy Liebman
Alan Schulman

RESOLUTION NO. _____

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION
OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING
THE ADMINISTRATION TO CONTINUE THE APPLICATION
PROCESS TO ESTABLISH A NATIONAL HERITAGE AREA
IN MIAMI BEACH, AND FURTHER ESTABLISHING A
STEERING COMMITTEE TO OVERSEE THE NATIONAL
HERITAGE AREA DESIGNATION PROCESS.**

WHEREAS, the National Heritage Area program is administered by the National Park Service, a division of the United States Department of Interior; and

WHEREAS, a National Heritage Area is a region in which residents, businesses, and local governments have joined together to conserve and celebrate heritage and special landscapes; and

WHEREAS, successful designation of a National Heritage Area requires partnership between many organizations and agencies at the local, regional, state and federal levels; and

WHEREAS, Miami Beach has a significant inventory of natural, cultural, and historic resources; and

WHEREAS, Miami Beach's history, evolution and progress is a unique story that can only be told in Miami Beach and is of national significance; and

WHEREAS, National Heritage Areas receive an annual appropriation from the United States Congress in the Interior Appropriations Bill to manage and implement the program; and

WHEREAS, a National Heritage Area will be an additional asset to the tourism and cultural industries in Miami Beach and have a positive impact on the local and regional economy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Administration is authorized and directed to continue the application process to establish a National Heritage Area in Miami Beach, and further establish a steering committee to oversee the National Heritage Area designation process.

PASSED and ADOPTED this _____ day of _____, 2003.


Mayor

ATTEST:

City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

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 7/15/04

City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution of the Mayor and City Commission, urging the Metropolitan Planning Organization to expeditiously consider approval and funding of a new traffic impact study for the MacArthur Causeway, to be conducted jointly by the cities of Miami Beach and Miami.

Issue:

Should the City Commission urge the MPO to expeditiously consider approval and funding for a MacArthur Causeway traffic study?

Item Summary/Recommendation:

On May 5, 2004, the Mayor and City Commission authorized the Administration to transmit comments and concerns regarding the Notification of Proposed Change (NOPC) to the Downtown Miami Development of Regional Impact to the South Florida Regional Planning Council. On June 9th, 2004, the City Commission of the City of Miami Beach adopted a motion requesting the City of Miami to defer action and present the project to the City of Miami Beach and discussed concerns with the traffic assessment submitted as part of the NOPC.

On June 24, 2004, the City of Miami City Commission approved the expansion of the DRI boundaries, but deferred action on the Major Use Special Permit until July 8, 2004. The Miami City Commission also adopted a motion to enter into an Interlocal Agreement with the City of Miami Beach for the purpose of seeking a new traffic study to address the MacArthur Causeway.

On July 7, 2004, the Mayor and City Commission of Miami Beach approved an Interlocal Agreement between the cities of Miami Beach and Miami for the purpose of conducting a new traffic impact study of the MacArthur Causeway. The Mayor and City Commission further authorized the Administration to submit a grant request to the MPO to fund the study.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; padding: 5px; display: inline-block;">n/a</div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Christina M. Cuervo/Kevin Crowder

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7D

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE METROPOLITAN PLANNING ORGANIZATION TO EXPEDITIOUSLY CONSIDER APPROVAL AND FUNDING FOR THE PURPOSE OF CONDUCTING A TRAFFIC IMPACT STUDY OF THE MACARTHUR CAUSEWAY, TO BE CONDUCTED JOINTLY BY THE CITIES OF MIAMI BEACH AND MIAMI.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

On April 8, 2004, representatives of Flagstone Island Gardens, LLC submitted a Notification of Proposed Change (NOPC) to the Florida Department of Community Affairs, on behalf of the Downtown Development Authority. This NOPC proposed to expand the boundaries of the Downtown Development of Regional Impact district to include the Northwest quadrant of Watson Island.

Additionally, the Developer of the Project, Flagstone Island Gardens, LLC, and the City of Miami, jointly filed an application for a Major Use Special Permit (MUSP) to approve the Project within the geographic limits of the expanded DRI. The City of Miami and the Developer, working through the Florida Department of Environmental Protection, also sought a waiver of the public use deed restriction from the Florida Cabinet sitting as the Board of Trustees of the Internal Improvement Trust Fund.

On May 5, 2004, the Mayor and City Commission of the City of Miami Beach approved Resolution 2004-25566, authorizing the Administration to transmit comments and concerns about the NOPC to the South Florida Regional Planning Council and the Florida Department of Community Affairs (DCA). Additional comments on the NOPC were provided by the Miami-Dade County Department of Environmental Resource Management, the South Florida Water Management District, and the Florida Department of Transportation. On May 28, 2004, the South Florida Regional Planning Council transmitted their comments to DCA, who in turn transmitted comments and concerns to the City of Miami.

On June 9, 2004, the Mayor and City Commission of the City of Miami Beach adopted a motion requesting that the City of Miami defer action on the project and present the project to the City of Miami Beach at the July 7, 2004 City Commission meeting. The City Commission also discussed concerns with the traffic assessment that was submitted as part of the NOPC.

During the week of June 14, 2004, the Administration met with the aides to the Cabinet members to express the City's continuing concerns regarding traffic from the proposed project. During these meetings, City staff explained the City's request for a one-meeting deferral of the waiver of the public use deed restriction from the June 24, 2004 Cabinet agenda.

On June 22, 2004, DCA forwarded to the City of Miami, their position that based on the revised development order conditions submitted on June 21st, the proposed changes to the NOPC would not result in a substantial deviation. Therefore, DCA had no further objections with the City of Miami's adoption of the proposed changes to the development order.

On June 24, 2004, Mayor Dermer and City staff attended the meeting of the Florida Cabinet, and conveyed the City's request for a one-meeting deferral, as well as a restriction in the deed that prohibited the development of future uses on the island whose impacts were not reviewed during the NOPC process. During discussion, the Cabinet also expressed concerns that uses that were not being presented could be developed in the future without Cabinet input. To address this concern, by a vote of 3 to 1, the Cabinet approved the waiver of the deed restriction, and they unanimously approved a restriction in the deed that requires Cabinet approval of changes to the lease between the City of Miami and the Developer and thereby only uses currently reviewed are covered in the waiver of deed restrictions. Therefore, uses such as residential or casino gambling would not be permitted without further cabinet action.

On June 24, 2004, the City Commission of the City of Miami held public hearings on the expansion of the DRI boundaries and the Major Use Special Permit. Commissioner Bower and City staff spoke at the City of Miami City Commission meeting and conveyed the City of Miami Beach's requests for a deferral and for a new traffic impact study. The City of Miami City Commission approved the expansion of the DRI to include the land on which the Project is to be located, but deferred action on the MUSP until July 8, 2004. Additionally, they adopted a motion to enter into an Interlocal Agreement for the purposes of seeking a new traffic study to address the concerns of the City of Miami Beach regarding traffic on the MacArthur Causeway, and to jointly request funding from FDOT and the MPO for the Study.

On July 7, 2004, the Mayor and City Commission of the City of Miami Beach approved Resolution No. 2004-25628, authorizing the Mayor and City Clerk to conduct a traffic impact study, and further authorizing the Administration to submit a grant application to the Metropolitan Planning Organization to fund the study.

On July 8, 2004, the Miami City Commission approved the Major Use Special Permit for the Flagstone Island Gardens project. Separately, the Miami City Commission approved the Interlocal Agreement between Miami Beach and Miami, with an amendment to provide a copy of the Interlocal to the Miami-Dade County Public Works Department and that the MPO and FDOT be invited to be a participant in the agreement. The City of Miami administration was also directed to work with FDOT to develop better signage to Parrot Jungle and the Children's Museum.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission adopt the attached Resolution and forward it to the Metropolitan Planning Organization.

^{CMC}
JMG/CMC/kc

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, URGING THE METROPOLITAN PLANNING ORGANIZATION TO EXPEDITIOUSLY CONSIDER APPROVAL AND FUNDING FOR THE PURPOSE OF CONDUCTING A TRAFFIC IMPACT STUDY OF THE MACARTHUR CAUSEWAY, TO BE CONDUCTED JOINTLY BY THE CITIES OF MIAMI BEACH AND MIAMI.

WHEREAS, MacArthur Causeway is a critical transportation link between Miami Beach, Miami and other parts of South Florida; and

WHEREAS, the City of Miami is considering approving a project, "Island Gardens," on the northwest corner of Watson Island, which is contemplated to include two hotel buildings housing 500 rooms and 105 fractional ownership units with accessory uses, 221,000 square feet of retail space, 1,610 total parking spaces, 50 mega-yacht slip marina and ancillary uses, maritime gallery, and approximately 6.5 +/- acres of public gardens and open space (the Project); and

WHEREAS, access to the Project will be from MacArthur Causeway; and

WHEREAS, on June 24, 2004, the City Commission of the City of Miami, Florida, adopted a motion to enter into an Interlocal Agreement with the City of Miami Beach for the purposes of jointly seeking a new traffic study to address the concerns of Miami Beach regarding traffic on the MacArthur Causeway, and to jointly request funding from Florida Department of Transportation and the Miami-Dade Metropolitan Planning Organization for the study; and

WHEREAS, on July 7, 2004, the Mayor and City Commission of the City of Miami Beach approved Resolution No. 2004-25628, authorizing the Mayor and City Clerk to execute the Interlocal Agreement with the City of Miami to conduct a traffic impact study, and further authorizing the Administration to submit a grant application to the Metropolitan Planning Organization to fund said traffic impact study.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission urge the Metropolitan Planning Organization to expeditiously consider approval and funding for the purpose of conducting a traffic impact study of the MacArthur Causeway, to be conducted jointly by the cities of Miami Beach and Miami.

PASSED AND ADOPTED THIS 28TH DAY OF JULY, 2004.

MAYOR

ATTEST:

CITY CLERK

Attachments

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Of The Mayor And City Commissions Of The City Of Miami Beach, Florida, Appropriating Funds From The Water And Sewer Retained Earnings Fund, In The Amount Of \$137,245.00, For The Purchase Of One (1) 2005 Altec AC26-95 25-Ton Crane Mounted On An International 7400 6x4 Chassis, From Altec Industries, Inc., In The Amount Of \$137,245.00, Pursuant To Federal General Services Administration Contract No. GS-30F-1028G.

Issue:

Shall the Commission adopt the resolution?

Item Summary/Recommendation:

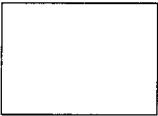
The Altec AC26-95 25-ton Crane is a replacement for vehicle #0657-9, a 1989 Pittman Crane mounted on a Ford chassis which was deemed unsafe. The Pittman Crane truck was sold at auction on May 22, 2004, for \$17,000.00. The 2005 Altec AC26-95 25-ton Crane truck will be funded by the Water and Sewer Retained Earnings Fund. The equipment will be used by the Public Works Water and Sewer Divisions and is essential for water and sewer emergencies.

The Administration recommends adopting the Resolution.

Advisory Board Recommendation:

n/a

Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1	\$137,245.00	Water and Sewer Retained Earnings Account	
	2			
	3			
	4			
	Total	\$137,245.00		

City Clerk's Office Legislative Tracking:

Andrew E. Terpak

Sign-Offs:

Department Director	Assistant City Manager	City Manager
AET FB	RCM	JMG

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AGENDA ITEM C7E
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS FROM THE WATER AND SEWER RETAINED EARNINGS FUND, IN THE AMOUNT OF \$137,245.00, FOR THE PURCHASE OF ONE (1) 2005 ALTEC AC26-95 25 TON CRANE MOUNTED ON AN INTERNATIONAL 7400 6X4 CHASSIS FROM ALTEC INDUSTRIES, INC., IN THE AMOUNT OF \$137,245.00, PURSUANT TO FEDERAL GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-30F-1028G.**

ADMINISTRATION RECOMMENDATION:

Adopt the Resolution.

BID AMOUNT AND FUNDING:

\$137,245.00 Appropriate Funds from the Water and Sewer Retained Earnings Account.

ANALYSIS:

The 2005 Altec AC26-95 25-ton Crane replaces vehicle # 0657-9, a 1989 Pittman Crane mounted on a Ford chassis, which was deemed unsafe for operation by the Crane Institute of America, a private firm hired by the City to conduct its annual crane inspections. The estimated repair costs to correct the deficiencies were approximately \$23,000 to \$27,000. Because of the high cost of repairs and the daily necessity of this type of equipment, the City has been renting a crane until such time that a suitable crane is purchased. Several cranes were researched and considered, finding the Altec AC26-95 25-ton best suited for the needs of the City both in cost and functionality. The Pittman crane truck was sold at auction on May 22, 2004, for \$17,000.

The Altec AC26-95 25-ton Crane will be used by the Public Works Water and Sewer Divisions. The Water Division will utilize this crane to install ductile iron pipe measuring approximately 12 to 24 inches in diameter. The Sewer Division will use the crane to service pump station operations in the removal and replacement of pumps and motors from the City's various pumping stations. This equipment is essential for water and sewer emergencies such as pump failures and water breaks.

If approved, 2005 Altec AC26-95 25-Ton Crane will be funded by the Water and Sewer Retained Earnings Fund.

The 2005 Altec AC26-95 25-Ton Crane will be equipped with outrigger interlocks and will be mounted on an International 7400 6X4 chassis with automatic transmission. Five (5) year extended warranties for the Altec Model AC26-95 Crane and the 2005 International Chassis are included in the purchase price.

Replacement Vehicle

Veh#	Dept.	Year	Make	Mileage/Hours	Life to Date Maintenance	Condition
657-9	410	1989	Ford	12,802	\$63,178.07	Unsafe

The Administration recommends that the Mayor and City Commission adopt the resolution, appropriating funds from the Water and Sewer Retained Earnings Fund, in the amount of \$137,245.00, for the purchase of one (1) 2005 Altec 25-Ton Crane mounted on an International chassis, from Altec Industries, Inc., pursuant to Federal General Services Administration Contract No. GS-30F-1028G, in the amount of \$137,245.00.

 
JMG/RCM/FB/GL/AET/mo

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS FROM THE WATER AND SEWER RETAINED EARNINGS FUND, IN THE AMOUNT OF \$137,245.00, FOR THE PURCHASE OF ONE (1) 2005 ALTEC AC26-95 25-TON CRANE MOUNTED ON AN INTERNATIONAL 7400 6X4 CHASSIS FROM ALTEC INDUSTRIES, INC., IN THE AMOUNT OF \$137,245.00, PURSUANT TO FEDERAL GENERAL SERVICES ADMINISTRATION CONTRACT NO. GS-30F-1028G.

WHEREAS, the 2005 Altec AC26-95 25-ton crane truck replaces a 1989 Pittman crane truck which was deemed unsafe for operation during its annual inspection; estimated repair costs are approximately \$23,000 to \$27,000; and

WHEREAS, the 1989 Pittman crane truck was sold at auction on May 22, 2004, for \$17,000; and

WHEREAS, the City rents a crane because of the daily need of this equipment; and

WHEREAS, the 2005 Altec AC26-95 25-ton best suits the needs of the City in both cost and functionality; and

WHEREAS, the Public Works Water and Sewer Division will use the 2005 Altec AC26-95 25-ton crane truck to install iron pipe and to service pump station operations in the removal and replacement of pumps and motors from the City's various pumping stations; and

WHEREAS, this equipment is essential for water and sewer emergencies such as pump failures and water breaks; and

WHEREAS, Funds needed to purchase the 2005 Altec AC26-95 25-ton crane mounted on an International chassis, in the amount of \$137,245.00, are available from the Water and Sewer Retained Earnings Account.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission of the City of Miami Beach, Florida, appropriate funds from the Water and Sewer Retained Earnings Fund, in the amount of \$137,245.00, for the purchase of one (1) 2005 Altec AC26-95 25-ton Crane mounted on an International 7400 6x4 chassis, from Altec Industries, Inc., in the amount of \$137,245.00, pursuant to Federal General Services Administration Contract No. GS-30F-1028G

PASSED and ADOPTED this 28th day of July, 2004.

ATTEST:

CITY CLERK

MAYOR
APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

 7/16/04
City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution Authorizing The City Manager To Apply For And Accept/Support The Following Four (4) Grant Applications.


Issue:

Shall the City Apply For And Accept/Support The Following Grants?

Item Summary/Recommendation:

The Administration Requests Approval To Authorize The City Manager Or His Designee To Submit Grant Applications For The Following Funds: 1) Office of the Governor, Drug-Free Communities Program for Drug Eradication Programs; 2) Miami- Dade County Homeless trust for Supportive Housing Programs; 3) Federal Mediation and Conciliation Services for Labor - Management Cooperation Program; 4) Florida Attorney General Office, for Grant Funds Provided through the Victims of Crimes Act (VOCA); While Leveraging Previously Appropriated City Funds As Needed; Further Appropriating The Grants If Approved And Accepted By The City And Authorizing The Execution Of All Necessary Documents Related To These Applications

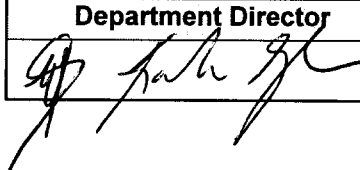
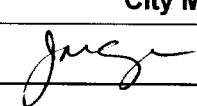
Financial Information:

Source of Matching Funds:	Grant Name/Project	Grant Amount	Match Amount/Source
	1. Drug-Free Communities Program	\$34,212.00 Grant	N/A - No Match Required
	2. Miami-Dade Homeless Trust SUPER NOFA Grant	\$63,933.00 Grant \$42,000.00 General Fund	In-kind Staff Salaries as budgeted for the Neighborhood Services Department
	3. Federal Mediation and Conciliation Services Labor – Management Cooperation Program	\$39,100.00 Grant \$29,864.00 General Fund	In-kind Staff Salaries as budgeted for the Labor Relations Department
Finance Dept.	4. Victims of Crimes Act (VOCA)	\$35,400.00 Grant \$8,850.00 PD	Police Confiscation Account

City Clerk's Office Legislative Tracking:

Alexander Diaz, Development Coordinator
Office of Budget And Performance Improvement

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM

C7F

DATE

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) OFFICE OF THE GOVERNOR, DRUG-FREE COMMUNITIES PROGRAM FOR DRUG ERADICATION PROGRAMS; 2) MIAMI-DADE COUNTY HOMELESS TRUST FOR SUPPORTIVE HOUSING PROGRAMS; 3) FEDERAL MEDIATION AND CONCILIATION SERVICES FOR LABOR - MANAGEMENT COOPERATION PROGRAM; 4) FLORIDA ATTORNEY GENERAL OFFICE, FOR GRANT FUNDS PROVIDED THROUGH THE VICTIMS OF CRIME ACT (VOCA); FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

1. Approval to submit to the Governor's Office, for grant funds in an amount not to exceed \$34,212, appropriated in FY 2004-2005 Florida's Drug-Free Communities program, this program does not require matching funds.

The Florida Drug Free Communities program was created to provide funding for Drug Prevention Programs. The Drug-Free Communities program strives for the use of best practices that have been proven effective.

In requesting these funds, that City is seeking a renewal of our 2002-2003 Drug-Free Communities program. Our program, which focuses on reducing under-age drinking, has proven to be successful. In renewing the program, the City plans to extend our enforcement / prevention efforts to the North and South Beach communities.

2. Approval to submit a grant application to the Miami-Dade County Homeless Trust, for funds in an amount not to exceed \$63,933, available through the United States

Department of Housing and Urban Development 2005 and 2006 Supportive Housing Program Grants; matching funds will be identified as appropriated through the General Fund.

The City of Miami Beach, as a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) is subject to the requirements of the Consolidated Plan. One of the components of the Consolidated Plan is the development of a Continuum of Care plan for the City. As part of its HUD-approved Consolidated Plan for Fiscal Years 2005-2006, the City of Miami Beach's Continuum of Care plan includes a commitment to participate in the Continuum of Care system coordinated by Miami-Dade County.

In an effort to help communities throughout the country fund their continuum of care systems, HUD issues an annual Super Notice of Funding Availability (SuperNOFA) for Homeless Continuum of Care programs. For the last six funding cycles, the Miami-Dade County Homeless Trust has served as the lead agency in coordinating the application for funding to HUD.

The Miami-Dade County Homeless Trust issued a Request for Applications (RFA) for project sponsors interested in providing, or continuing to provide, the priority housing and services needed. The City of Miami Beach prepared and submitted an application to Miami-Dade County under this RFA for funding of the coordination of homeless assistance to Miami Beach homeless being served through the Miami-Dade County Continuum of Care.

Matching funds are available through the City's General Funds and Leveraging Funds may be used if appropriated from Quality of Life Funds.

3. Approval for the submittal of a grant to the Federal Mediation and Conciliation Service, for grant funds in an amount not to exceed \$39,100 for Labor-Management Training; matching funds will be identified as appropriated through the General Fund.

The Federal Mediation and Conciliation Service's unique labor-management grant program primary objective is to encourage and support the establishment and operation of joint labor-management committees to carry out specific objectives.

The Office of Labor Relations would like to initiate various training programs designed at bringing the City's five Union's and the City Administration together to function as one entity as opposed to the "Them vs. Us" ideology that tends to plague the Public Sector. The Office of Labor Relations has made it a priority within its mission statement to provide the highest standard of excellence and cooperation between the City's administration and the City's five collective bargaining units. As such, the City is seeking grant funds to support a labor-management training program.

4. Approval to submit a grant application to the Office of the Attorney General for funds in an amount not to exceed \$35,400, available through the 2004-2005 Victims of Crime Act Grant Programs; matching funds will be identified as appropriated through Police Confiscations Accounts.

The Miami Beach Police Department currently receives grant funds from the Office of the

Attorney General, Victims of Crime Act (VOCA) Grant Program to assist in funding the Department's Domestic Violence Unit. In submitting this grant application, the Police Department seeks to continue funding of the Domestic Violence Unit during fiscal year 2004-2005.

The Police Department's Domestic Violence Unit serves as a catalyst for victims of crime and their families to receive effective legal and social intervention services. The Unit has formed a unique collaborative partnership with the Dade County Bar Association, Legal Aid Society, Safe Space, Domestic Violence Intake Unit of Miami-Dade State Attorney's Office, Victims Services Center, and Florida Department of Children and Families. This partnership ensures effective and holistic intervention for domestic violence victims, victims of crimes and their children. The services provided by the Police Department's Domestic Violence Unit include supportive counseling, crisis intervention, follow-up contact, information and referral, criminal justice support and advocacy, emergency transportation, emergency food vouchers, emergency lock services and assistance in filing victim's compensation claims.

The total grant funds are in the amount of \$44,250, with \$35,400 being funded by the State and the remaining \$8,850 in matching funds provided by the City from the Police Confiscations Account.

JMG/KB/AD

A handwritten signature in black ink, appearing to be 'JMG' followed by a large, stylized 'B' or 'D'.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT APPLICATIONS FOR GRANT FUNDS TO THE FOLLOWING AGENCIES: 1) OFFICE OF THE GOVERNOR, DRUG-FREE COMMUNITIES PROGRAM FOR DRUG ERADICATION PROGRAMS; 2) MIAMI-DADE COUNTY HOMELESS TRUST FOR SUPPORTIVE HOUSING PROGRAMS; 3) FEDERAL MEDIATION AND CONCILIATION SERVICES FOR LABOR - MANAGEMENT COOPERATION PROGRAM; 4) FLORIDA ATTORNEY GENERAL OFFICE, FOR GRANT FUNDS PROVIDED THROUGH THE VICTIMS OF CRIME ACT (VOCA); FURTHER APPROPRIATING THE GRANTS IF APPROVED AND ACCEPTED BY THE CITY; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS RELATED TO THIS APPLICATION.

WHEREAS, the Administration requests approval to submit a grant application in the amount of \$34,212, to the Governor's Office, for grant funds appropriated in FY 2004-2005 Florida's Drug-Free Communities Program; and

WHEREAS, the Florida Drug Free Communities Program was created to provide funding for drug prevention programs, which focuses on reducing under-age drinking, has proven to be successful, in renewing the Program, the City plans to extend its enforcement / prevention efforts to the North Beach communities; and

Whereas, matching funds are not required by the funding agency;
and

Whereas, the Administration requests approval to submit a grant application to the Miami-Dade County Homeless Trust for funds, in an amount not to exceed \$63,933, available through the United States Department of Housing and Urban Development 2004 and 2005 Supportive Housing Program Grants; and

Whereas, the City prepared and submitted an application to Miami-Dade County under this RFA for funding of the coordination of homeless assistance to Miami Beach homeless being served through the Miami-Dade County Continuum of Care; and

Whereas, matching funds are available through in-kind salaries and will be identified as appropriated through the General Fund; and

Whereas, the Administration requests approval to submit a grant to the Federal Mediation and Conciliation Service for grant funds, in an amount not to exceed \$39,100, for Labor-Management Training; and

Whereas, The Federal Mediation and Conciliation Service's unique labor-management grant program primary objective is to encourage and support the establishment and operation of joint labor-management committees to carry out specific objectives and the Office of Labor Relations would like to initiate various training programs designed at bringing the City's five unions and the City Administration together to function as one entity; and

Whereas, matching funds are available through in-kind salaries and will be identified as appropriated through the General Fund; and

WHEREAS, the City of Miami Beach Police Department is seeking grant funding from the Florida Attorney General's Office, Victims of Crime Act (VOCA) Grant Program, to continue partial funding for its Domestic Violence Unit; and

WHEREAS, the VOCA Grant Program has funds available in the form of a competitive grant for Fiscal Year 2004-2005; and

WHEREAS, the City of Miami Beach Police Department is seeking funding, in the amount of \$44,250, with VOCA funding in the amount of \$35,400, and the City providing matching funds, in the amount of \$8,850, from the Police Confiscation Account.

NOW, THEREFORE, BE IT DULY RESOLVED THAT THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH authorize the City Manager or his designee to apply and accept/support the following grant applications: 1) Office of the Governor, Drug-Free Communities Program for Drug Eradication Programs; 2) Miami- Dade County Homeless trust for Supportive Housing Programs; 3) Federal Mediation and Conciliation Services for Labor - Management Cooperation Program; 4) Florida Attorney General Office, for

Grant Funds Provided through the Victims of Crimes Act (VOCA); further appropriating the grants if approved and accepted by the City and authorizing the execution of all necessary documents related to these applications.

PASSED and ADOPTED this _____ day of _____, 2004

ATTEST:

MAYOR

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/19/04

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Group Employee Life, AD & D and Supplemental Life Insurance as a result of RFP issued March 29, 2004 for plan year beginning October 1, 2004.

Issue:

Should the City accept the recommendations from Gallagher Benefits Services, the City's broker for employee benefits, as a result of the RFP Issued on March 29, 2004 for Group Employee Life Insurance, including basic, accidental death & dismemberment and supplemental life insurance?

Item Summary/Recommendation:

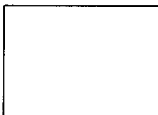
The City Administration recommends that the Commission accept the recommendations of Gallagher Benefits Services to award the Agreement for Group Employee Life Insurance to Standard Insurance Company based on performance guarantees, benefits offered, rate guarantees and local service office. The City's estimated annual cost is estimated not to exceed approximately \$140,000, allowing for growth of covered payroll.

Advisory Board Recommendation:

The Group Insurance Board agrees with the recommendations of the City Manager and Gallagher Benefits Services.

Financial Information:

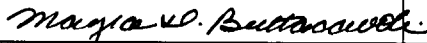
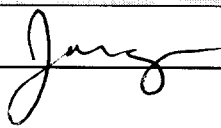
Source of Funds:		Amount	Account	Approved
	1	\$140,000.00	Life - various	
	2			
	3			
	4			
	Total	\$140,000.00		


Finance Dept.

City Clerk's Office Legislative Tracking:

Mayra D. Buttacavoli

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM C76
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RANKING OF THE PROPOSALS RECEIVED FOR GROUP EMPLOYEE LIFE INSURANCE BENEFITS PURSUANT TO THE REQUEST FOR PROPOSALS ISSUED MARCH 24, 2004, BY ARTHUR J. GALLAGHER AND CO., THE CITY'S BROKER FOR GROUP EMPLOYEE BENEFITS, AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM, STANDARD INSURANCE COMPANY, TO PROVIDE GROUP EMPLOYEE BASIC LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, AND SUPPLEMENTAL LIFE INSURANCE BENEFITS; AND, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT NOT TO EXCEED AN ESTIMATED ANNUAL PREMIUM OF \$450,000, EFFECTIVE OCTOBER 1, 2004 FOR A PERIOD OF THREE YEARS, WITH THE OPTION TO RENEW FOR A FOURTH AND FIFTH YEAR WITH A CONTINGENT RATE GUARANTEE UPON AN INCURRED LOSS RATIO OF 81% OR BETTER.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Group Life Insurance Benefits, including basic life, accidental death & dismemberment, and supplemental life insurance for active and retired employees except those covered by the Fraternal Order of Police, have been provided to the City by Hartford Life for over 10 years.

Hartford had maintained their rates, with no increase, for five years until 2003. The City, through Arthur J. Gallagher & Co., issued an RFP for Group Employee Benefits, including Basic and Supplemental Life, and Accidental Death & Dismemberment (AD & D) Insurance, in February 2003. Nine vendors responded to the Life Insurance portion, with Hartford requesting a 36% increase in premium for the basic life insurance, (one times and employees salary, 50% paid by the City), but no increase in rate for the supplemental life portion (an additional one times an employees salary, fully paid by the employee).

The carriers were requested to split their basic and supplemental life proposals to develop a more cost effective program, however the carriers declined to do this and required participation requirements in the supplemental program which could have negatively affected the basic rate. The City had experienced an overall 162% loss ratio over the past four years for basic life insurance and a 114% loss ratio for supplemental life insurance, so the requested rate increases were not unreasonable and the Commission approved continuing with the Hartford for one additional year.

In February of this year, Hartford advised the City that it would again be increasing rates; 23% for basic life; 25% increase on the optional life; and a 45% increase for retiree optional life (maximum of \$4,000). The City requested that Arthur J. Gallagher issue an RFP for Basic, AD & D, and Supplemental (optional) life insurance.

Nine responses were received for the RFP issued March 24, 2004. Gallagher & Co. reviewed the responses and short-listed to four vendors; Hartford, Standard, Fort Dearborn, and Unimerica (Attachment A). Gallagher recommended that the City accept the proposal of Standard Insurance Co. due to rates offered, performance guarantees, contract provisions and benefits offered, and a local service office in Ft. Lauderdale (Attachment B).

Standard offered a basic life rate of \$0.285 per thousand (currently \$0.30); AD & D of \$0.015 per thousand (currently \$0.03); supplemental rate for active employees of \$0.270 per thousand (currently \$0.25); and supplemental rate for retired employees of \$3.25 per thousand (same as the current rate but significantly less than the renewal rate of \$4.713).

Standard's rate is guaranteed for three years with an option to renew for the fourth and fifth year contingent on a loss ratio of 81% or better. Hartford offered a one year rate guarantee only. Standard is also making available a one-time open enrollment period for employees to elect to purchase supplemental life insurance (an additional one times their salary) without having to complete forms to prove medical insurability.

The City's projected annual cost for fiscal year 2004-05 is estimated to not exceed \$140,000, allowing for growth of covered payroll at calendar year end.

CONCLUSION

The City Administration recommends that the Commission accept the ranking and recommendations of Gallagher Benefits Services, the City's consultant for Group Employee Benefits, to award the life insurance agreement to Standard Insurance Company with a guaranteed rate for three consecutive years and the option to renew for a fourth and fifth year if the City maintains a loss ratio of 81% or better.

JMG:MDB:ph

CITY OF MIAMI BEACH
LIFE RFP ANALYSIS
RFP # 24-03/04

Attachment A

		Hartford		Standard 36 Months	Fort Dearborn 36 Months	Unimerica 24 Months
Rate Guaranteee		12 months	12 Months	36 Months	36 Months	24 Months
Rates						
Basic Life						
All Eligible Active Employees						
Life Benefit	1 x annual earning to \$250,000	Same		Matches Inforce Plan (excludes Police)	1 x annual earning to \$250,000	1 x annual earning to \$250,000
Basic Life Rate/\$1,000	\$0.30 / \$1,000	\$0.369 / \$1,000		\$0.285 / \$1,000	\$0.28 / \$1,000	\$0.29/\$1,000
Current Rate	.5 times annual earnings rounded to nearest \$20,000	.5 times annual earnings rounded to nearest \$20,000		Matches Inforce Plan	.5 times annual earnings rounded to nearest \$20,000	.5 times annual earnings rounded to nearest \$20,000 (Class III- none)
AD&D Benefit	\$0.03 / \$1,000	\$0.03 / \$1,000		\$0.015 / \$1,000	\$0.025 / \$1,000	\$0.03 / \$1,000
AD&D Rate/\$1,000	\$65,972,000	\$65,972,000		\$65,972,000	\$65,972,000	\$65,972,000
Life Volume	\$24,140,000	\$24,140,000		\$24,140,000	\$24,140,000	\$24,140,000
AD&D Volume	\$20,516	\$25,068		\$19,164	\$19,076	\$19,856
Estimated Monthly Premium	\$246,190	\$300,814		\$229,969	\$228,908	\$238,273
Estimated Annual Premium						
Retired Employees						
Benefit	Prior to 1964 On or after 1964	Prior to 1964 On or after 1964		Matches Inforce Plan	Prior to 1964 On or after 1964	Prior to 1964 On or after 1964
Basic Life Rate/\$1,000	\$2,000 \$1,000	\$2,000 \$1,000		\$0.285/ \$1,000	\$2,000 \$1,000	\$2,000 \$1,000
Life Volume	\$0.30 / \$1,000	\$0.369 / \$1,000		\$715,000	\$0.28 / \$1,000	\$0.29/\$1,000
Estimated Monthly Premium	\$215	\$264		\$715,000	\$715,000	\$715,000
Estimated Annual Premium	\$2,574	\$3,166		\$204	\$200	\$207
Total Annual Premium	\$248,764	\$303,980		\$2,445	\$2,402	\$2,488
Supplemental Life				\$232,415	\$231,310	\$240,761
All Eligible Employees						
Benefit	Class 1, 11 & 111 1 x annual earnings to \$250,000	Class 1, 11 & 111 1 x annual earnings to \$250,000		Matches Inforce Plan	Class 1, 11 & 111 1 x annual earnings to \$250,000	Class 1, 11 & 111 1 x annual earnings to \$250,000 (retirees \$4,000)
Active Employee Rate/\$1,000	.25 / \$1,000	.313 / \$1,000		\$0.270 / \$1,000	.25 / \$1,000	\$0.275/\$1,000
Retiree Rate/\$1,000	\$3.25 / \$1,000	\$4.713 / \$1,000		\$3.25 / \$1,000	\$3.25 / \$1,000	\$3.57/\$1,000
Active Volume	\$35,277,000	\$35,277,000		\$35,277,000	\$35,277,000	\$35,277,000
Retiree Volume	\$1,244,000	\$1,244,000		\$1,244,000	\$1,244,000	\$1,244,000
Estimated Monthly Premium	\$12,862	\$16,905		\$13,568	\$12,862	\$14,142
Estimated Annual Premium	\$154,347	\$202,856		\$162,813	\$154,347	\$169,707
Maximum Benefit	\$500,000	\$500,000		\$500,000 Combined Basic Life and Additional	\$500,000	\$500,000
Class Description						
Basic Life	Class 1 - Classified employees except police Class 2 - Unclassified employees except police Class 3 - Police	Class 1 - Classified employees except police Class 2 - Unclassified employees except police Class 3 - Police		Matches Inforce Plan	Class 1 - Classified employees except police Class 2 - Unclassified employees except police	Class 1 - Classified employees except police Class 2 - Unclassified employees except police
Supplemental Life	Class 1 - Classified employees except police Class 2 - Unclassified employees except police Class 3 - Police	Class 1 - Classified employees except police Class 2 - Unclassified employees except police Class 3 - Police		Matches Inforce Plan	Class 1 - Classified employees except police Class 2 - Unclassified employees except police	Class 1 - Classified employees except police Class 2 - Unclassified employees except police
Policy Benefit						
Conversion (Life)	Included - Life, Supp Life, No AD&D	Included - Life, Supp Life, No AD&D		Included	Included - Life, Supp Life, No AD&D	Included - Life, Supp Life, No AD&D
Portability	Not Included	Not Included		Included	Included	Not Included
Guarantee Issue Amount	\$250,000	\$250,000		\$250,000	\$250,000	\$250,000
Disability Provisions	To ages 65 if disabled prior to age 60	To ages 65 if disabled prior to age 60		Matches Inforce Plan	To ages 65 if disabled prior to age 60	To ages 65 if disabled prior to age 60
Accelerated Life Benefit	12 months	12 months		Up to 75%	12 months	12 months
Seat Belt Benefit - AD&D	No	No		Included	Yes	Yes



Gallagher Benefit Services, Inc.

A Subsidiary of Arthur J. Gallagher & Co.

May 27, 2004

Ms. Mayra Buttacavoli, Director of Human Resources and Risk Management
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Life Insurance Benefits RFP

Dear Mayra,

The Life, AD&D, Supplemental and Retiree life Request for Proposal was forwarded to 16 vendors (Exhibit A). Nine responses were received including the incumbent carrier Hartford.

The respondents were short listed to three vendors, which included Standard Life, Unimerica and Fort Dearborn Life. This short listing was based on plan costs, benefits provided, qualifications, responsiveness to RFP requirements and references provided (Exhibit B).

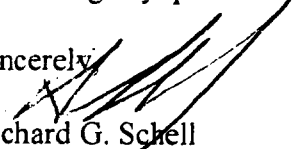
A subsequent request was made to the finalists requesting the following: best and final rates, written notification the rates were exclusive of any agent commissions, a one time open enrollment for supplemental life and a request to waive their Life contracts "Actively at Work" provision. The finalists responded with the following: Standard and Fort Dearborn Life made additional rate concessions. All three vendors agreed no commissions would be paid to any Florida agents and to the one time open enrollment for supplemental life. Finally, Standard and Unimerica both waived the "Actively at Work" provision while Fort Dearborn modified their contract language. Based on the results of this inquiry, we recommend the City award the contract to Standard Life. Although Standard did not offer the overall lowest price (+2%) we do so based on the following:

- Performance guarantees
- Contract provisions and benefits offered
- Three year rate guarantee with option to renew
- Local sales and service office



We appreciate the opportunity to work with the City of Miami Beach and look forward to answering any questions you may have.

Sincerely,


Richard G. Schell
Area Vice President

Cc: Patricia Hipple, City of Miami Beach

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RANKING OF THE PROPOSALS RECEIVED FOR GROUP EMPLOYEE LIFE INSURANCE BENEFITS PURSUANT TO THE REQUEST FOR PROPOSALS ISSUED MARCH 24, 2004, BY ARTHUR J. GALLAGHER AND CO., THE CITY'S BROKER FOR GROUP EMPLOYEE BENEFITS, AND AUTHORIZING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT WITH THE NUMBER ONE RANKED FIRM, STANDARD INSURANCE COMPANY, TO PROVIDE GROUP EMPLOYEE BASIC LIFE, ACCIDENTAL DEATH & DISMEMBERMENT, AND SUPPLEMENTAL LIFE INSURANCE BENEFITS; AND, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT NOT TO EXCEED AN ESTIMATED ANNUAL PREMIUM OF \$450,000, EFFECTIVE OCTOBER 1, 2004 FOR A PERIOD OF THREE YEARS, WITH THE OPTION TO RENEW FOR A FOURTH AND FIFTH YEAR WITH A CONTINGENT RATE GUARANTEE UPON AN INCURRED LOSS RATIO OF 81% OR BETTER.

WHEREAS, on March 24, 2004 a Request for Proposals for Group Employee Life, Accidental Death & Dismemberment and Supplemental Life Insurance Benefits was issued by Arthur J. Gallagher & Co, the City's broker for group employee benefits, with nine (9) vendors responding; and

WHEREAS, on May 6, 2004, Arthur J. Gallagher & Co. began meeting with the City Administration to present it's evaluation of the proposals received in response to the Request For Proposals; and

WHEREAS, Arthur J. Gallagher & Co.'s recommended that the City accept he proposal of Standard Insurance Company; and

WHEREAS, this recommendation was presented to the Group Insurance Board on July 9, 2004 with the Board agreeing with the recommendation of Arthur J. Gallagher & Co., and

WHEREAS, the City Manager has reviewed and agrees with the aforesated recommendations of the Group Insurance Board and Arthur J. Gallagher & Co.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby accept the ranking of the proposals received for Group Employee Life Insurance Benefits pursuant to the Request for Proposals issued March 24, 2004, by Arthur J. Gallagher & Co.,

the City's broker for Group Employee Benefits, and authorizing the Administration to enter into an Agreement with the number one ranked firm, Standard Insurance Company, to provide group employee basic life, accidental death & dismemberment, and supplemental life insurance benefits; and, authorizing the Mayor and City Clerk to execute an Agreement not to exceed an estimated annual premium of \$450,000, effective October 1, 2004 for a period of three years, with the option to renew for a fourth and fifth year with a contingent rate guarantee upon an incurred loss ratio of 81% or better.

PASSED AND ADOPTED this _____ day of _____, 2004


ATTEST:


CITY CLERK

MAYOR

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney  7/15/04
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution adopting the One-Year Action Plan for Federal Funds for Fiscal Year 2004/05 for the Community Development Block Grant (CDBG) Program, the HOME Investment Partnerships Program (HOME), and the American Dream Downpayment Initiative (ADDI).

Issue:

Should the City of Miami Beach adopt the One-Year Action Plan and submit to the U.S. Department of Housing and Urban Development (HUD) for approval to receive federal funds; execute the contracts with providers as outlined in the Plan; and authorize the appropriation of funds when received?

Item Summary/Recommendation:

Adopt the One-Year Action Plan for Federal Funds for Fiscal Year 2004/05 for the CDBG, HOME and ADDI programs; authorize the execution of the contracts with the providers of activities as outlined in the Plan; and authorize the appropriation of funds when received from HUD.

In preparing the Action Plan, staff worked with the Community Development Advisory Committee (CDAC), and the community in order to identify community development and housing needs in Miami Beach. The Action Plan is the culmination of a citizen participation process that included residents, community-based organizations, CDAC, staff and the Administration.

Recommend adoption of the One-Year Action Plan for FY 2004/05 as presented. Once approved, the Action Plan will be submitted to HUD on or before the August 16, 2004 deadline date.

Advisory Board Recommendation:

On May 17, 2004, the Community Development Advisory Committee met with the City Manager and unanimously approved the 2004/05 One-Year Action Plan. On July 13, 2004, the Community Development Advisory Committee again met with the City Manager and approved the revised funding recommendations for only the "bricks and mortar" category of the CDBG program after a miscalculation in funds had been discovered in the final review process.

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> CDBG HOME ADDI </div> Finance Dept.	1	\$2,118,000	135. ----, ----	
	2	\$1,290,580	151.5233	
	3	\$ 56,744	151.5903	
	4	\$ 66,960	1515904	
	Total	\$3,532,280		

City Clerk's Office Legislative Tracking:

Vivian P. Guzmán

Sign-Offs:

Department Director	Assistant City Manager	City Manager

T:\AGENDA\2004\Jul2804\Consent\Action Plan Summary 2004-05.doc

AGENDA ITEM

C7H

DATE

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2004/2005, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM, AND THE AMERICAN DREAM DOWNPAYMENT INITIATIVE (ADDI); AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE AGREEMENTS NECESSARY TO IMPLEMENT THE CDBG ACTIVITIES OF THE ONE-YEAR ACTION PLAN AS FOLLOWS: TWENTY-SEVEN (27) CDBG SUB-RECIPIENT AGREEMENTS, TWO (2) CDBG MEMORANDA OF UNDERSTANDING; AUTHORIZING THE ADMINISTRATION AND THE OFFICE OF THE CITY ATTORNEY TO MAKE MINOR NON-SUBSTANTIVE CHANGES TO THE ONE-YEAR ACTION PLAN OR RESULTING AGREEMENTS BEFORE EXECUTION; AMENDING CERTAIN AGREEMENTS, AS SET FORTH IN THE BODY OF THE PLAN (EXHIBIT 1), TO EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE ONE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND AUTHORIZING THE APPROPRIATION OF ALL FEDERAL FUNDS WHEN RECEIVED.**

ADMINISTRATIVE RECOMMENDATION

Adopt the Resolution.

ANALYSIS

The City of Miami Beach is an entitlement city under the U.S. Department of Housing and Urban Development (HUD). As an entitlement city, the City receives annual allocations of federal funding under HUD's grant programs. These grant programs are: the Community Development Block Grant (CDBG) program, the HOME Investment Partnerships Program (HOME), and new for fiscal year 2004/2005, is the American Dream Downpayment Initiative (ADDI). The American Dream Downpayment Initiative (ADDI) program will provide low-income families with the opportunity to build assets and share in the American dream of becoming a homeowner.

For fiscal year 2004/2005, the City expects to receive a total of \$3,532,284 in federal grants from HUD as follows: \$2,118,000 in CDBG program funds, \$1,290,580 in HOME funds, and \$123,704 in ADDI funds.

As a requirement to receive HUD funds, the City must submit an annual action plan which outlines its housing and non-housing community development needs, priorities, and proposed uses of funds for the ensuing program year (FY 2004/2005). The Action Plan follows the strategies outlined in the Five-Year Consolidated Plan that was approved by the City Commission on July 30, 2003.

For the past 30 years, the City has used CDBG funds to create viable urban neighborhoods for low and moderate-income residents by providing affordable housing, revitalizing neighborhoods, and expanding economic opportunities. CDBG funds have been used to improve parks, youth centers, playgrounds and neighborhood facilities; to support necessary public services; created and retained jobs; rehabilitated and preserved the housing stock; and created and maintained affordable homeownership opportunities for low to moderate-income residents of Miami Beach.

The ADDI funds are to provide downpayment and closing cost assistance to first time low and moderate -income homebuyers. For fiscal year 2004/05, the City will receive \$66,960 and \$56,744 from fiscal year 2003/04. The fiscal year 2003 ADDI funds were not allocated last year in the absence of authorizing legislation. The 2003 and 2004 funds were signed into law on December 16, 2003. The ADDI program will be used in conjunction with the HOME Investment Partnership Program to increase the number of low and moderate-income persons to become homeowners.

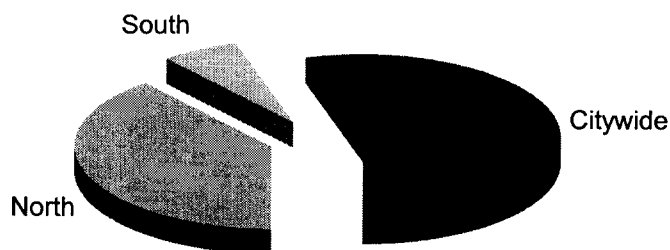
In preparing the One-Year Action Plan for FY 2004/2005, the Administration followed applicable HUD rules and guidelines. On February 6, 2004, the Administration issued a Request for Proposals for 2004/2005 funds with a submission deadline of March 1, 2004. A pre-development public hearing was held on March 23, 2004, and on May 17, 2004, the Administration together with CDAC approved a series of funding recommendations for the FY 2004/2005 Action Plan.

A draft of this Plan was made available to the public for a 30-day comment period commencing June 6, 2004 and ending July 6, 2004. During the 30-day comment period, a miscalculation in the amount of funds for the "bricks and mortar" category of the CDBG program was discovered and the revised funding recommendations were reviewed and publicly discussed at a Public Hearing held on June 29, 2004 with the Community Development Advisory Committee (CDAC). The miscalculation of funds did not affect the Public Services category. All Public Services' initial funding recommendations were unchanged. The CDAC reconvened on July 13, 2004, to unanimously approve the revised funding recommendations for only the "bricks and mortar" category of CDBG.

Exhibit 1 includes the list of all proposed CDBG activities. Most of the activities described in the One-Year Action Plan will take place in HUD designated community development

target areas. These target areas contain census tract/block groups that display evidence of a greater than 51% of households with incomes at or below 80% of the median income and continue to be a priority for allocation of resources. The northern and southern portions of the City also contain the largest number of the multi-family structures that require rehabilitation and have the highest concentrations of income-eligible families. A brief overview of the geographic breakdown in funding is as follows: 48% will be allocated for programs and activities in the North Beach target area which includes \$380,000 Section 108 Loan for the repayment amount, and \$72,581 for two code compliance officers for North Beach; 9% will be used for programs and activities in South Beach; with the remaining 42% for city-wide area benefits.

Geographic Distribution of FY 2004-2005 Funds



Approval of the One-Year Action Plan is expected by the City Commission during the month of July in order to meet the August 16th deadline for submission to HUD. Per HUD guidelines, the City Manager is the designated agent for all formula grants, and executes the grant applications, grant agreements and other applicable HUD documents. The Housing and Community Development Division coordinates the planning, preparation, submission, fiscal and program compliance of the Action Plan.

CONCLUSION

The Administration recommends that the Mayor and City Commission approve the attached resolution adopting the City's One-Year Action Plan for Federal Funds for Fiscal Year 2004/2005.

JMG/RCM/VPJ/JR

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING THE CITY'S ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FOR FISCAL YEAR 2004/2005, WHICH INCLUDES THE BUDGETS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM AND THE AMERICAN DREAM DOWNPAYMENT INITIATIVE (ADDI); AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE AGREEMENTS NECESSARY TO IMPLEMENT THE CDBG ACTIVITIES OF THE ONE-YEAR ACTION PLAN AS FOLLOWS: TWENTY-SEVEN (27) CDBG SUB-RECIPIENT AGREEMENTS, TWO (2) CDBG INTERDEPARTMENTAL MEMORANDA OF UNDERSTANDING; AUTHORIZING THE ADMINISTRATION AND THE OFFICE OF THE CITY ATTORNEY TO MAKE MINOR NON-SUBSTANTIVE CHANGES TO THE ONE-YEAR ACTION PLAN OR RESULTING AGREEMENTS BEFORE EXECUTION; AMENDING CERTAIN AGREEMENTS, AS SET FORTH IN THE BODY OF THE PLAN (EXHIBIT 1), TO EXTEND THE EXPIRATION DATES OF SAID AGREEMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPLICABLE DOCUMENTS AND SUBMIT THE ONE-YEAR ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND AUTHORIZING THE APPROPRIATION OF ALL FEDERAL FUNDS WHEN RECEIVED.

WHEREAS, the One Year Action Plan for Federal funds is a federal requirement under the United States Department of Housing and Urban Development (HUD) formula grant programs which include the Community Development Block Grant (CDBG), the Home Investment Partnerships (HOME) and new for Fiscal Years 2003/04 and 2004/05, the American Dream Downpayment Initiative (ADDI) ; and

WHEREAS, the One Year Action Plan for Federal funds for Fiscal Year 2004/05 serves as both a planning document and as an annual application for the formula grant programs; and

WHEREAS, the City anticipates it will receive a total of \$3,532,284 in federal grants from HUD for Fiscal Year 2004/05 as follows: \$2,118,000 in CDBG funds, \$1,290,580 in HOME funds, and \$123,704 in ADDI funds; and

WHEREAS, a comprehensive planning phase was initiated by the City on February 6, 2004, with the issuance of a Request for Proposals for housing and community development activities; and

WHEREAS, a public hearing was held on March 23, 2004, with the Community Development Advisory Committee (CDAC) to obtain citizen input on determining the priorities and needs for housing and community development; and

WHEREAS, a draft of the One-Year Action Plan for Federal funds for Fiscal Year 2004/05 was made available for a 30 day public review and comment period from June 6, 2004 to July 6, 2004; and

WHEREAS, on May 17, 2004, the Administration, together with the Community Development Advisory Committee (CDAC), unanimously approved funding recommendations for the proposed CDBG-funded activities for the One-Year Action Plan and for HOME-funded activities to foster affordable housing as listed in Exhibit 1 of this Resolution; and

WHEREAS, on June 29, 2004, the Administration advised the Community Development Advisory Committee (CDAC), of an error in the calculation of funds available for the "bricks and mortar" (capital improvements category of CDBG funds) and presented a set of revised funding recommendations for only those categories; and

WHEREAS, on July 13, 2004, the Community Development Advisory Committee (CDAC), unanimously approved the revised funding recommendations for only those CDBG activities listed as "bricks and mortar" (capital improvements) of the One-Year Action Plan,) and

WHEREAS, the One Year Action Plan must be submitted to HUD no later than August 16, 2004; and

WHEREAS, the City Manager is the HUD designated agent for all the formula grants, and executes the grant applications, the grant agreements, and other applicable HUD documents.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, adopting the City's One-Year Action Plan for Fiscal Year 2004/05, which includes the budgets for the Community Development Block Grant (CDBG) program, the HOME Investment Partnerships (HOME) program and the American Dream Downpayment Initiative (ADDI); authorizing the Mayor and City Clerk to approve Agreements necessary to implement the CDBG activities of the One-Year Action Plan as follows: twenty-seven (27) CDBG sub-recipient Agreements, two (2) CDBG Interdepartmental Memoranda of Understanding; authorizing the Administration and the Office of the City Attorney to make minor non-substantive changes to the One-Year Action Plan and/or aforesated Agreements before execution; amending certain Agreements, as set forth in the body of the plan (see Exhibit 1), to extend the expiration dates of said agreements; authorizing the City Manager to execute all applicable documents, and submit the One-Year Action Plan to the U.S. Department of Housing and Urban Development (HUD); and authorizing the appropriation of all Federal funds when received.

PASSED and ADOPTED this ____ day of _____, 2004.

ATTEST:

CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

MAYOR


City Attorney  Date 

EXHIBIT 1

CITY OF MIAMI BEACH ONE-YEAR ACTION PLAN FOR FEDERAL FUNDS FISCAL YEAR 2004-2005 LIST OF ACTIVITIES

- I. **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** - This list of activities includes entitlement funds of \$2,118,000, reprogrammed funds of \$135,653 and estimated program income of \$500,000.
- **ArtCenter South Florida - Artist Micro-Enterprise Services - \$30,000** - An incubator for local arts micro-enterprises for low to moderate-income artists to create and retain a significant number of jobs in the arts, provide vocational development and affordable subsidized studio, teaching and showroom space to low- and moderate-income artists. This activity will retain approximately \$120,000 in anticipated program income.
 - **Boys and Girls Clubs of Miami - Miami Beach Juvenile Program - \$45,000** - To provide a "no charge" after-school program to youth ranging in ages from 5 to 16. The programs include components such as homework assistance, educational field trips, athletic field trips, sports, league activities, and recreational activities both indoor and outdoor.
 - **City of Miami Beach Capital Improvements Office – Marseille Drive Streetscape - \$40,000** - To provide funding for the architectural and engineering services for the completion of Marseille Streetscape Improvement project.
 - **City of Miami Beach Code Compliance Division - North Beach District \$72,581** - To provide a full time Code Compliance Officer to assist in the implementation of the North Beach Economic Development Strategic Plan and the proposed North Beach Neighborhood Revitalization Strategy.
 - **City of Miami Beach – Housing and Community Development Division - Planned Repayment of Section 108 Principal - \$380,000** - To repay the principal balance of a HUD Section 108 loan in the amount of \$4,000,000. The loan was acquired to implement a comprehensive streetscape improvement program in the North Beach area, including Normandy Isle; and to complete construction of the North Shore Youth Center as part of a neighborhood revitalization strategy for North Beach.
 - **City of Miami Beach Community Development Division - CDBG Administration - \$516,100** - To continue to provide the necessary funding to manage, oversee, coordinate, monitor, audit and evaluate the CDBG program and sub-recipients in accordance with federal regulations. Funding includes activities to ensure compliance with federal fair housing/EEO requirements, environmental review, fiscal management, citizen participation, public information and planning and management activities.
 - **Fienberg Fisher Adult and Community Education Center – After School Tutoring Program - \$20,000** – To provide after school and summer school tutoring and extracurricular mentoring services to school children through 6:00 p.m., thus providing low and moderate income parents an educational alternative for day care during the after school day hours.
 - **Food for Life Network, Inc. - Home-Delivered Meals - \$13,000** - To provide weekly, home-delivered prepared meals to income-eligible homebound AIDS patients in Miami Beach.
 - **Food for Life Network, Inc. – Home Delivered Groceries - \$13,000** - To provide home-delivered groceries to income-eligible homebound AIDS patients in Miami Beach.

- **HIV Education Law Project (HELP) – AIDS/Family Law Project - \$15,000** – To provide free legal assistance to approximately 500 low and moderate-income clients in matters of public benefits, discrimination, wills/trusts, family law and landlord-tenant disputes.
- **Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) - Fair Housing Education Program - \$7,500** - To provide a Fair Housing Education Program. This activity will be funded through a line item in the CDBG Administration budget and will be supplemented with a \$7,500 set-aside of HOME Program Administration funds.
- **Jewish Community Services - Homeless Outreach, Prevention and Employment - \$15,000** - To provide employment and job training services to promote client and family self-sufficiency for low to moderate income, situational and economically homeless individuals, homeless persons in families with children, and those in danger of becoming homeless.
- **Jewish Community Services - Miami Beach Senior Center Adult Day Care Services - \$15,000** - To provide an aide to supervise day care services to frail elderly senior citizens in a structured supportive setting with daily activities, nutritionally balanced meals and therapies that provide or prolong the need for institutionalization.
- **Jewish Community Services - Senior Meals on Wheels Program- \$25,000** - To partially fund drivers to deliver meals to homebound elderly participants residing in eligible target areas, and to fund a shopper to purchase necessary items for frail elders unable to shop for themselves.
- **Little Havana Activities and Nutrition Centers of Dade County, Inc. - Miami Beach Elderly Meals Program - \$50,000** - To provide nutritionally balanced meals daily to Miami Beach elderly clients in a familiar surrounding where they can have access to other services provided by Little Havana Activities and Nutrition Centers of Dade County.
- **Little Havana Activities and Nutrition Centers of Dade County, Inc. - Rainbow Intergenerational Child Care - \$50,000** - To provide affordable preschool day care for Miami Beach children who are income-eligible. Miami Beach senior citizens will be trained to be day care workers at the day care facility.
- **Miami Beach Community Development Corporation - Housing Counseling - \$40,000** - To provide housing counseling to participants in the HOME-funded homebuyer assistance program.
- **Miami Beach Community Development Corporation - Multi-Family Housing Program - \$125,000** -To provide operational funds to acquire, rehabilitate and manage rental units targeted to income-eligible persons.
- **Miami Beach Community Development Corporation – Owner Occupied Home Repair Program - \$145,000** - To provide funds to low and moderate income homeowners for the rehabilitation and/or correction of code violations in order to maintain housing that is safe, decent and sanitary.
- **Miami Beach Community Development Corporation - Scattered Site Home Buyer Assistance Program - Acquisition - \$80,000** - To provide scattered site home ownership opportunities to eligible first-time homebuyers in Miami Beach. The activity is expected to generate an additional \$90,000 in program income.
- **Miami Beach Community Development Corporation - Scattered Site Home Buyer Assistance Program - Disposition - \$80,000** - To provide scattered site home ownership opportunities to eligible first-time homebuyers in Miami Beach. The activity is expected to generate an additional \$90,000 in program income.
- **Miami Beach Community Development Corporation - Tenants Service Coordinator - \$20,000** - To fund a coordinator that brings together existing program services for mostly low and very low income elderly and special needs tenants.

- **Miami Beach Community Health Center - Beverly Press Satellite Center - \$35,000** - To offer a full range of preventive, diagnostic and treatment services to persons of all ages, races, ethnicity and genders at the North Beach satellite.
- **Miami Beach Community Health Center – School Health Initiative - \$25,000** - To provide health care services to children at Fienberg-Fisher Elementary School.
- **Miami Beach Methodist Child Care Center, Inc. - St. John's Child Care Center - \$15,000** - To provide reduced-fee child care scholarships to children of income-eligible families.
- **North Beach Development Corporation - North Beach Facade Renovation Program - \$115,000** - To provide matching grants to property and business owners in the designated CDBG target areas in order to rehabilitate commercial buildings and encourage economic revitalization.
- **R.A.I.N. Parents, Inc. - Family Network Services: Emergency Housing Assistance - \$40,000** - To provide vouchers for emergency food, medical, child care, and housing assistance, for families with children residing in Miami Beach who have received eviction notices or who are already homeless, with peer counseling for assisting parents in making positive life changes towards self-sufficiency.
- **The Shelbourne Apartment Building - Shelbourne House - \$18,000** - To provide supportive services in a secure and healthy environment to individuals living with AIDS who choose to live independently.
- **South Beach AIDS Project - Positive Support - \$10,947** - To provide up-to-date HIV/AIDS information about HIV prevention, use of services, medical treatment and assistance with re-entering the work force.
- **Teen Job Corps - Teen Job Training Program - \$32,525** - To employ and train eligible Miami Beach youth attending Miami Beach Senior High School to serve the North Beach community up to 10 hours per week.
- **UNIDAD of Miami Beach - Senior Center - \$150,000** - To provide additional funding for the acquisition of a facility to be rehabilitated as a senior center to serve the low- and moderate income population.
- **UNIDAD of Miami Beach, Inc. - Project Link - \$15,000** - To provide information and referral services, employment activities and bilingual assistance to income-eligible Miami Beach residents at the Miami Beach Hispanic Community Center.

II. HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM - This list of activities includes entitlement funds of \$1,290,580 and recaptured funds of \$225,500.

- **City of Miami Beach - HOME Program Administration - \$129,058** - For management, oversight, coordination, monitoring, evaluation, staff and overhead, public information, fair housing education activities, indirect costs and planning activities. This line item includes \$7,500 set-aside for Housing Opportunities Project for Excellence, Inc. (H.O.P.E., Inc.) for a Fair Housing Education Program, which is matched by an equal amount of CDBG funds.
- **Community Housing Development Organization (CHDO) Project Set-Aside - MBCDC - \$800,000** - Acquisition and/or rehabilitation, multi-unit residential. To provide rental and/or homeownership opportunities.
- **Community Housing Development Organization (CHDO) Expenses (5%) - MBCDC - \$64,529** - Funds to pay salaries, wages, and other employee compensation and benefits, rent, utilities, employee education, travel, training, communication costs, taxes, insurance, equipment, materials, and supplies.
- **HOME Projects - \$522,493** - To provide funding for rehabilitation initiatives to upgrade the housing stock in the City of Miami Beach. May also include acquisition.

PRIOR YEARS' CDBG ACTIVITIES - This list of activities includes prior year CDBG funded activities to be carried over and included in the activities for fiscal year 2004/05.

- **City of Miami Beach CIP Office – Normandy Isle Park & Pool - \$138,848** – To provide for park improvements for the Normandy Isle Park & Pool.
- **City of Miami Beach Fire Department – Construction of Fire Station Number 4 - \$501,221** - To provide funds for the construction of the new facility for Fire Station Number 4.
- **City of Miami Beach Housing and Community Development Division - City of Miami Beach Housing Programs - \$505,975** - To provide decent, safe and sanitary housing through matching grants to rehabilitate multi-unit buildings. Thus, continuing to upgrade the existing housing stock and maintain affordable housing.
- **Log Cabin Training Center – Facility Improvements - \$173,207** – For facility improvements and ADA accessible ramps and restrooms for the training center which provides life skills and job training for developmentally disabled adults.
- **Jewish Community Services of South Florida- Miami Beach Senior Center Improvements - \$47,920** - To provide facility improvements for the Miami Beach Senior Center which serves low to moderate-income senior citizens.
- **Miami Beach Community Development Corporation – Preservation and Rehabilitation Grant Program -\$96,000** – To provide funding for hard costs for the rehab of commercial façade improvements and the correction of code violations.
- **North Beach Development Corporation - North Beach Façade Renovation Program - \$291,733** - To provide funding for hard costs only to program providing direct grants to commercial property owners for eligible façade improvements and the correction of code violations.
- **UNIDAD of Miami Beach - Senior Center - \$150,000** - To provide additional funding for the acquisition of a facility to be rehabilitated as a senior center to serve the low- and moderate-income population.

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Condensed Title:

A Resolution to appropriate funds in the amount of \$85, 000 from the Middle Beach Quality of Life account to perform restorative landscape work at the Julia Tuttle, Arthur Godfrey and Collins Avenue Projects.

Issue:

Shall the City appropriate these funds from the Middle Beach Quality of Life account in order to perform restoration work at these locations?

Item Summary/Recommendation:

The Julia Tuttle Interchange, Arthur Godfrey Streetscape and the Collins Avenue center medians have all been landscaped and maintained for several years. Notably, Collins Avenue and the Julia Tuttle sites were planted over 10 years ago. They all lie within the Middle Beach Area of the City.

The irrigation systems at these sites are beginning to breakdown and much of the groundcover has either reached the end of its life cycle or outgrown its allotted planting space, and declined in appearance. The large palms roots have also grown around the underground irrigation and stopping the flow of water to the groundcover plants.

Repairs to the irrigation systems, replacement of missing plant material and the reinstallation of overgrown plants is now needed. The proposed restoration work is in addition to the normal scheduled maintenance contracts in place and is considered capital work which is not budgeted.

The three locations will receive exotic plant removal, irrigation repairs, and groundcover replacements. The funds will be divided between areas with the Julia Tuttle site receiving \$ 30,000, Arthur Godfrey Road, \$25, 000 and Collins Avenue medians \$ 30,000. The proposed work is estimated to take four to six weeks per area at a total cost of \$ 85,000. Funds needed to perform this work are available with the Middle Beach Quality of Life Account.

To ensure the these locations continue to be maintained at the high standards set by the City of Miami Beach the Administration recommends the approval of the attached resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:		Amount	Account	Approved
<div style="border: 1px solid black; width: 80px; height: 50px; margin: 0 auto;"></div> Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Kevin Smith

Sign-Offs:

Department Director	Assistant City Manager	City Manager
KS	RCM	JMG

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AGENDA ITEM C7I

DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, TO APPROPRIATE FUNDS IN THE AMOUNT OF \$ 85,000 FROM THE MIDDLE BEACH QUALITY OF LIFE ACCOUNT TO PERFORM RESTORATIVE IRRIGATION WORK AND INSTALL ADDITIONAL PLANT MATERIAL AT THE JULIA TUTTLE EASTERN INTERCHANGE, ARTHUR GODFREY RIGHT OF WAY FROM ALTON ROAD EAST TO INDIAN CREEK, AND THE COLLINS AVENUE CENTER MEDIANS FROM 43RD STREET NORTH TO 62ND STREET.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Three locations within the Middle Beach Area, the Julia Tuttle Interchange, Arthur Godfrey Streetscape and the Collins Avenue center medians have all been landscaped and maintained for several years. Notably, Collins Avenue and the Julia Tuttle sites were planted over 10 years ago. These locations are major travel corridors that are utilized by our citizens and visitors. They are also important visual gateways into the City of Miami Beach.

Throughout these areas, the large trees and palms generally are healthy and vibrant in appearance. However, several years after installation the irrigation systems are beginning to breakdown and much of the groundcover has either reached the end of its life cycle or outgrown its allotted planting space, thus experiencing a decline in appearance. These conditions are also caused by the large palms growing roots around the underground irrigation and stopping the flow of water to the groundcover plants.

The situation described above coupled with the need to preserve the aesthetic appeal of these locations necessitates the performance of periodic capitol repairs to the irrigation systems, the replacement of missing plant material and the reinstallation of plants that have overgrown their specific planting sites. This work is in addition to the routine scheduled maintenance and is considered Capital work which is not budgeted within the maintenance allocation for these areas.

These three locations have been inspected and restoration planning completed. The funds will be divided between areas in the following breakdown:

Julia Tuttle Interchange

The off ramps for Alton Road and the area behind the Welcome Sign will receive exotic plant removal, irrigation repairs and additional plant material at an estimated cost of \$30,000. In order to control costs, this work will be completed using city staff and the funds will be used primarily for repair parts and plant material.

Arthur Godfrey Road

The irrigation system will undergo water valve/timer service, spot repair, missing plant infill and plant replacement as needed. This work is estimated at \$25,000. We have obtained estimates for this work and determined the current maintenance contractor will perform these repairs.

Collins Avenue:

This location will receive extensive irrigation system repair and replacement of missing dead plant material at an estimated cost of \$ 30,000. This work will also be completed using city staff and the funds will be used primarily for repair parts and plant material.

The proposed work is estimated to take four to six weeks per area at a total cost of \$ 85,000 and is essential to return the appearance of these sites to their intended luster and to meet the standards in place for the landscape of all of the city controlled properties.

Once these repairs are completed, the long term landscape maintenance program in place with the Parks and Recreation Department will continue using a combination of City staff and Contractor provided labor. The Julia Tuttle Project and Collins Avenue medians are currently out to re-bid for full maintenance with the restoration work scheduled to be completed prior to the awarding of the new contracts.

Funds needed to perform this work are available within the Middle Beach Quality of Life Account.

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROPRIATING FUNDS, IN THE AMOUNT OF \$ 85,000, FROM MIDDLE BEACH QUALITY OF LIFE FUNDS IN ORDER TO PERFORM RESTORATIVE IRRIGATION WORK AND INSTALL ADDITIONAL PLANT MATERIAL AT THE JULIA TUTTLE EASTERN INTERCHANGE, ARTHUR GODFREY RIGHT OF WAYS, ALTON ROAD EAST TO INDIAN CREEK, AND THE COLLINS AVENUE CENTER MEDIANS, FROM 43RD STREET NORTH TO 62ND STREET

WHEREAS, three locations within the Middle Beach Area, the Julia Tuttle Eastern Interchange, Arthur Godfrey Right of Ways, Alton road east to Indian Creek, and the Collins Avenue center medians, from 43rd Street north to 62nd Street, have all been landscaped and maintained for several years; and

WHEREAS, these locations are major travel corridors that are utilized by our citizens and visitors, and are also important visual gateways into the City of Miami Beach; and

WHEREAS, throughout these areas, the large trees and palms generally are healthy and vibrant in appearance; however, several years after installation the irrigation systems are beginning to break down, and much of the ground cover either reaches the end of its life cycle or outgrows its allotted planting space, thus experiencing a decline in appearance; and

WHEREAS, the situation described above, coupled with the need to preserve the aesthetic appeal of these locations, necessitates the performance of periodic capital repairs to the irrigation systems, the replacement of missing plant material, and the reinstallation of plants that have overgrown their specific planting sites; and

WHEREAS, this work is in addition to the routine scheduled maintenance and is considered capital work which is not budgeted within the maintenance allocation for these areas; and

WHEREAS, the three aforestated locations have been inspected and restoration planning completed; and

WHEREAS, the Julia Tuttle Interchange off ramps for Alton Road and the area behind the Welcome Sign will receive exotic plant removal, irrigation repairs and additional plant material, at an estimated cost of \$ 30,000, in order to control costs, this work will be completed using City staff and the funds will be used primarily for repair parts and plant material; and

WHEREAS, the Arthur Godfrey Road irrigation system will undergo water valve/timer service, spot repair, and missing plant infill and plant replacement as needed; this work is estimated at \$25,000; and

WHEREAS, the Collins Avenue location will receive extensive irrigation system repair and replacement of missing dead plant material, at an estimated cost of \$ 30,000; this work will also be completed using City staff and the funds will be used primarily for repair parts and plant material; and

WHEREAS, the proposed work is estimated to take four to six weeks per area, at a total cost of \$ 85,000, and is essential to return the appearance of these sites to their intended luster and to meet the standards in place for the landscape of all of the City controlled properties; and

WHEREAS, once these repairs are completed, the long term landscape maintenance program in place with the City's Parks and Recreation Department will continue, using a combination of City staff and contractor provided labor; and

WHEREAS, funds needed to perform this work and are available from the Middle Beach Quality of Life Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby appropriate funds, in the amount of \$ 85,000, from the Middle Beach Quality of Life Funds to perform restorative irrigation work and install additional plant material at the Julia Tuttle Eastern Interchange, Arthur Godfrey Right of Ways, Alton Road East to Indian Creek, and the Collins Avenue center medians, from 43rd Street north to 62nd Street.

PASSED and ADOPTED this 28th day of July, 2004.

MAYOR

ATTEST:

CITY CLERK

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APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

7/21/04

Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution to adopt and appropriate the Third Amendment to the Police Special Revenue Account Budget in the amount of \$4,000.

Issue:

Shall funds be provided for the purchase of miscellaneous items for the Miami Beach Police Department?

Item Summary/Recommendation:

Unclaimed evidence totaling \$4,000 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund, as provided in Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt and appropriate the Third Amendment to the Police Special Account Budget for Fiscal Year 2003/04.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1		Special Revenue Account	
2	\$ 4,000	195.8000.369993	
3			
4			
Total	\$ 4,000		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE THIRD BUDGET AMENDMENT TO THE POLICE SPECIAL REVENUE ACCOUNT FOR FISCAL YEAR 2003/04 IN THE AMOUNT OF \$4,000, SUCH ACCOUNT FUNDED BY UNCLAIMED EVIDENCE CURRENTLY HELD IN THE POLICE SPECIAL REVENUE ACCOUNT.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Florida Statute 705.105 "Procedure for Unclaimed Evidence" provides that unclaimed evidence in the custody of the court from a criminal proceeding, or seized as evidence by and in the custody of a law enforcement agency, shall become the property of that law enforcement agency 60 days after the conclusion of the proceedings.

In March 1990, a special account was established titled "Police Special Revenue Account" in the Special Revenue Fund. Funds for this account are made available in the Police Property Management Unit, as unclaimed evidence, in accordance with Florida Statute 705.105 outlined above.

Unclaimed evidence totaling \$4,000 has been in the custody of the Police Property Management Unit past the sixty (60) day waiting period. These funds have now been placed in the Police Special Revenue Account Fund, as provided in Resolution 90-19931, passed on March 7, 1990.

The Administration recommends that the Mayor and City Commission adopt the Third Budget Amendment to the Police Special Revenue Account for Fiscal Year 2003/04, and appropriate the amount of \$4,000 to provide funds for the purchase of miscellaneous items for the Police Department listed on Exhibit "A".

JMG:DD:ic

EXHIBIT "A"

**MIAMI BEACH POLICE DEPARTMENT
SPECIAL REVENUE ACCOUNT
THIRD BUDGET AMENDMENT
FISCAL YEAR 2003/04**

REPLACEMENT OFFICE FURNITURE	\$ 4,000
for the Accident Investigations Unit (AIU) of the Patrol Division.	
 TOTAL	 \$ 4,000

RESOLUTION No. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE THIRD BUDGET AMENDMENT TO THE POLICE SPECIAL REVENUE ACCOUNT FOR FISCAL YEAR 2003/04 IN THE AMOUNT OF \$4,000, SUCH ACCOUNT FUNDED BY UNCLAIMED EVIDENCE CURRENTLY HELD IN THE POLICE SPECIAL REVENUE ACCOUNT.

WHEREAS, Section 705.105, Florida Statutes, "Procedures for Unclaimed Evidence", provides that title to unclaimed evidence in the custody of the court from a criminal proceeding or seized as evidence by and in the custody of a law enforcement agency, shall vest permanently in the law enforcement agency sixty (60) days after the conclusion of the proceedings; and

WHEREAS, such funds have been in the custody of the Police Property Management Unit past the sixty (60) day waiting period, and these funds have now been placed in the Police Special Revenue Account Fund, as provided by Resolution No. 90-19931, adopted on March 7, 1990, as follows:

CURRENT BUDGET	INCREASE	AMENDED BUDGET
\$ 58,900	\$ 4,000	\$ 62,900.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that \$4,000, which is currently being held in the Police Special Revenue Account, be appropriated for the Third Budget Amendment to the Police Special Revenue Budget for the 2003/04 fiscal year for the purchase of items listed on Exhibit "A".

PASSED AND ADOPTED THIS _____ DAY OF _____, 2004

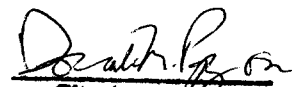
MAYOR

ATTEST BY:

City Clerk
Funding approved:

**Office of Management
and Budget**

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7/14/04

City Attorney **Date**

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution to adopt and appropriate the Fourth Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2003/04, in the amount of \$68,000 to be funded from the proceeds of State (\$20,000) and Federal-Justice (\$48,000) Confiscated Funds.

Issue:

Should the Fourth Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2003/04 be adopted?

Item Summary/Recommendation:

The Chief of Police has reviewed and identified the needs for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.

The Administration recommends authorization to adopt and appropriate the Fourth Amendment to the Police Confiscation Trust Fund Budget for Fiscal Year 2003/04.

Advisory Board Recommendation:

N/A

Financial Information:

Amount to be expended:

Source of Funds:

Finance Dept.

	Amount	Account	Approved
1		Confiscation Funds:	
2	\$ 20,000	607.8000.351210 State funds	
3	48,000	603.8000.351211 Federal funds	
4			
Total	\$ 68,000		

Sign-Offs:

Department Director	Assistant City Manager	City Manager

AGENDA ITEM C7K
DATE 7-28-04

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez 
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE FOURTH AMENDMENT TO THE POLICE CONFISCATION TRUST FUND BUDGET FOR THE FISCAL YEAR 2003/04 IN THE AMOUNT OF \$68,000 TO BE FUNDED FROM THE PROCEEDS OF STATE (\$20,000) AND FEDERAL-JUSTICE (\$48,000) CONFISCATED FUNDS.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

Florida Statute 932.7055 provides for expenditures of forfeiture funds for law enforcement purposes.

The Miami Beach Chief of Police, Don De Lucca has reviewed and identified the need for the appropriation and has established that the expenditures of forfeiture funds are in compliance with Section 932.7055, Florida State Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies. These forfeiture funds have been deposited in the Police Confiscation Trust Fund. The City has complied with all statutory procedures involved in the transaction of these funds.

The Administration requests authorization to adopt and appropriate the Fourth Amendment to the operating budget for the Police Confiscation Trust Fund for Fiscal Year 2003/04 and to appropriate \$68,000 (\$20,000 from State and \$48,000 from Federal-Justice Funds) to provide for the expenditures listed in Exhibit "A".

JMG/DD/ic 

EXHIBIT "A"

**MIAMI BEACH POLICE DEPARTMENT
CONFISCATION TRUST FUND
FOURTH AMENDMENT
FISCAL YEAR 2003/04**

STATE FUNDS:

EXECUTIVE TRAVEL for required events or meetings related to the International Association of Chiefs of Police and other executive travel.	\$	15,000
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PROPERTY UNIT EQUIPMENT PURCHASE/UPGRADE PROJECT	\$	5,000
Remaining equipment required to enhance efficient collection, storage, and retrieval of evidence and/or contraband seized during the normal course of police services.		

SUB-TOTAL STATE FUNDS	\$	20,000
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FEDERAL FUNDS:

ADDITIONAL TRAINING FUNDS	\$	29,000
for the Police Department's supplement to Fiscal Year 2003/04 Law Enforcement Training Trust Fund		

SPECIALIZED TRAINING FUNDS	\$	17,800
for the three (3) extended-stay training and travel programs throughout Fiscal Year 2003/04 which include the FBI Academy Training in Quantico, VA		

ONE (1) QUICKMAP 3D ACCIDENT INVESTIGATION EQUIPMENT	\$	1,200
for instant, accurate, laser-generated, 3-D mapping of a vehicular accident scene. This equipment will reduce officer errors that may occur while using the manual, conventional method of accident mapping.		

JAIL SERVICE PILOT PROGRAM- Savings/Unexpended funds*.	\$	(88,000)
-Please refer to Commission Memo dated February 4, 2004 and Resolution No. 2004-25472 for original appropriation. The funds (\$88,000) represent the amount unexpended for the original, intended purpose.		

Agreement between Miami Beach Police and Metro-Dade County
to provide staffing for the Miami Beach prisoner processing facility
on a continuous, twenty-four hour, seven days per week basis.
Services to include transportation of Miami Beach Police Department's
arrestees to Dade County's holding and processing facility.

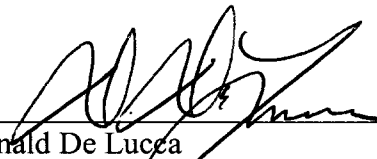
INFORMATION TECHNOLOGY SUPPORT & MAINTENANCE PROJECT- Salary for one (1) full time employee required to maintain the Police laptop and field base reporting programs. In addition, a portion of the funds are required for maintenance and licensing for the Police laptop software.	\$	88,000
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SUB-TOTAL FEDERAL FUNDS	\$	48,000
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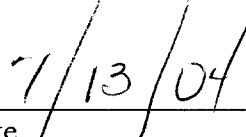
TOTAL STATE AND FEDERAL FUNDS	\$	68,000
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AFFIDAVIT

I, Donald De Lucca, Chief of Police, City of Miami Beach, do hereby certify that the aforementioned proposed request for expenditures from the City of Miami Beach Police Confiscation Trust Fund, for the 2003/04 fiscal year providing funds for expenditures as indicated on Exhibit "A", complies with the provisions of Section 932.7055(4)(a), Florida Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies.



Donald De Lucca
Chief of Police
Miami Beach Police Department



Date

RESOLUTION No. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ADOPTING AND APPROPRIATING THE FOURTH AMENDMENT TO THE POLICE CONFISCATION TRUST FUND BUDGET FOR FISCAL YEAR 2003/04 IN THE AMOUNT OF \$68,000 TO BE FUNDED FROM THE PROCEEDS OF STATE (\$20,000) AND FEDERAL-JUSTICE (\$48,000) CONFISCATED FUNDS.

WHEREAS, Section 932.7055, Florida Statutes, addresses the purpose and procedures to be utilized for the appropriation and expenditures of the Police Confiscation Trust Fund; and

WHEREAS, the Chief of Police of the City of Miami Beach has determined that the need for appropriation and expenditures exist and the appropriation and expenditure of forfeiture funds is in compliance with Section 932.7055, Florida Statutes, and the Guide to Equitable Sharing of Federally Forfeited Property for Local Law Enforcement Agencies; and

WHEREAS, funds in the amount of \$ 68,000 are available in the Police Confiscation Trust Fund, and the current budget, increases and amended budget are as follows:

	CURRENT BUDGET	INCREASE	AMENDED BUDGET
STATE-	\$ 142,160	\$ 20,000	\$ 162,160
FEDERAL-	<u>710,322</u>	<u>48,000</u>	<u>758,322</u>
TOTAL-	\$ 852,482	\$ 68,000	\$ 920,482.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby adopt the Fourth Amendment to the FY 2003/04 Police Confiscation Trust Fund Budget for the City of Miami Beach, in the amount of \$68,000, to be funded from the proceeds of State (\$20,000) and Federal-Justice (\$48,000) Confiscation Funds as reflected in the attached Exhibit "A".

PASSED AND ADOPTED THIS _____ **day of** _____, 2004

Mayor

ATTEST BY:

City Clerk

FUNDING APPROVED BY:

Office of Management
& Budget

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

 7/14/04
City Attorney Date

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Amendment No. 1 to the Management Agreement between the City of Miami Beach, Florida and SMG for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts to include the management and operation of additional cultural facilities.

Issue:

Whether to approve a resolution amending the Management Agreement between the City of Miami Beach and SMG for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts to include the management and operation of additional cultural facilities.

Item Summary/Recommendation:

On October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater). Pursuant to Section 2.2 of the Agreement, the City may elect to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater).

The Administration has researched the most viable options for professional theater management at the venues. It is the recommendation of staff that the over arching goal of the operations of the Colony and Byron Carlyle Theaters is to ensure an open process for the support of small and emerging local arts organizations and develop a unique and diverse cultural experience in keeping with our thriving tropical metropolis.

As per the City's contract with SMG which specified a fee not to exceed \$50,000 for these services, the City has negotiated an agreed upon management fee of \$40,000 annually, and all personnel, including a manager, would be operating expenses of the venues, similar to the operating relationship the City has established with SMG for the management of the Miami Beach Convention Center and Jackie Gleason Theater.

This theater management structure also includes the Colony and Little Stage (Acorn) Theaters. The Administration believes it is in the best interest of the City of Miami Beach to include these additional facilities in this new theater management structure to ensure consistent management, as well as to gain economies of scale. The Administration recommends the adoption of the resolution.

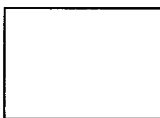
Advisory Board Recommendation:

Reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting. Furthermore, it was brought as an informational item to the Convention Center Advisory Board on July 27th 2004.

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

	Amount	Account	Approved
1	\$40,000		
2			
3			
4			
Total			

Sign-Offs:

Department Director	Assistant City Manager	City Manager

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AGENDA ITEM C7C
DATE 7-28-04

CITY OF MIAMI BEACH


CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager 

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING AMENDMENT NO. 1 TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND SMG FOR THE MIAMI BEACH CONVENTION CENTER AND JACKIE GLEASON THEATER OF THE PERFORMING ARTS TO INCLUDE THE MANAGEMENT AND OPERATION OF ADDITIONAL CULTURAL FACILITIES.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

ANALYSIS

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25107, which authorized the issuance of a RFP for the management and operation of (1) the MBCC and the Gleason, or (2) the Gleason only, with an option to manage and market other City Cultural Facilities to include but not limited to: the Byron-Carlyle Theater, the Rotunda, the Acorn Theater, the bandshell and/or the Colony Theater.

On October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater). Pursuant to Section 2.2 of the Agreement, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater).

As you know, the Byron Carlyle Theater recently opened and the Colony Theater is presently under renovation and scheduled to open in the near future under the City's jurisdiction. As such, the Administration has researched the most viable options for professional theater management at the venues. It is the recommendation of staff that the over arching goal of the operations of the Colony and Byron Carlyle Theaters is to ensure an open process for the support of small and emerging local arts organizations and develop a unique and diverse cultural experience in keeping with our thriving tropical metropolis. This will be important for not only effective marketing and audience development but for creating a solid prospectus for increased financial support in the future. The management structure is pivotal to this process.

The Administration believes that exercising the option in the current management contract with SMG is the most expedient method and best option available to the City for getting immediate theater management in place. SMG has demonstrated their ability to manage small theaters through their current national portfolio and the City believes SMG is more than capable of operating both the Byron Carlyle and Colony Theaters and would clearly offer potential cost efficiencies.

Furthermore, AMS recently completed a study in which there was a detailed assessment of the existing performing arts venues in Miami Beach and their management systems. This study made a series of recommendations including a structure for managing the Byron Carlyle and Colony Theaters. That recommendation was a hybrid model where SMG would assume the portion of the theater management related to services (marketing, ticketing, box office and concessions) and another independent entity would assume the operations/facility management (facility-related services, technical assistance and staff, programming, rentals, maintenance) portion.

While this model was recommended by the AMS study, there is unanimous concern about the difficulties and confusion that could arise with two individual companies responsible for managing the theaters. Having two separate entities involved in the day-to-day management of the venues lends to potential breakdowns in communication.

City Staff discussed the communication concerns with AMS after reviewing their recommendation. AMS recommended this model in order to take advantage of SMG's core competencies and address the concerns expressed by the non-profit/performing arts organizations. It is with this goal that the City Administration and SMG have negotiated a management structure for the additional facilities and have developed a model which, the Administration believes incorporates the AMS suggested hybrid and addresses the perceived concerns of the non-profit/performing arts organizations.

The management structure assumes the City Tourism and Cultural Development Department would handle the booking and overall oversight of the facility and its mission and objectives. SMG would then provide operational support services, to include event Front of House functions (ushers, ticket takers, box office, and security) and overall facility operations management services (financials, housekeeping, maintenance). The City through the Tourism and Cultural Development Department will drive the marketing functions, with SMG staff providing some support through its existing MBCC/JGT staff. The arrangement is detailed more specifically in the attached contract amendment and **Exhibit A**.

The following summarizes the responsibilities outlined in the amendment:

City Management Responsibilities

General Management:

- Liaison with local arts organizations
- Liaison with City of Miami Beach Administration

- Develop and oversee mission/strategic vision for Additional Facilities
- Develop, in conjunction with SMG, marketing program for Additional Facilities with any final program approvals to be made by the City
- Develop annual budget in conjunction with SMG, with final approval of Additional Facilities budgets by Tourism and Cultural Development Department Director, prior to submission of SMG budget to City Administration and City Commission
- Tourism and Cultural Development Department will be responsible for marketing and promotion of the Additional Facilities

Booking

- Answer telephone booking inquiries
- Show Additional Facilities to all potential clients
- Keep Calendar of Events for availability and holds
- Generate and execute agreements for rental of Additional Facilities
- Disseminate booking and contract information to respective SMG departments

Facility Operations

- The City's Public Works Department Property Management Division will be responsible for maintaining all major components, including but not limited to roof, lift station, elevators, and fire control panel.

SMG Responsibilities

Business Operations:

- Verify or purchase Insurance
- Accept payments (deposits and final payment)
- Prepare Settlements
- Prepare payroll for SMG employees
- Procure operating supplies
- Process Accounts Payable
- Process Accounts Receivable
- Assist in the development of Annual Budget
- Generate Monthly Financial Statements

Facility Operations:

- Schedule the opening and closing of the Additional Facilities as per users' needs
- Maintain utilities and telephone service
- Venue cleaning
- Venue security
- Maintain all theater non-production equipment in working condition
- Oversee maintenance contracts as necessary
- Maintain Additional Facilities in accordance with and in conformance to local fire and safety laws
- Coordinate and assist Property Management and Capital Improvement Projects Office in the installation and quality control of all capital improvements

- Provide marketing assistance as requested for events and venue
- Collaborate and obtain prior City approval, in connection with any advertising, promotion, socialization or sponsorship opportunities in connection with the Additional Facilities, as well as assist with the development of any future marketing plans, advertising buys, and website development.

Event Operations

- Provide House Manager, ushers and ticket takers
- Staff, operate, and maintain concession operations
- Provide security as required by City
- Coordinate with users for special receptions, events

Production:

- Provide Stage Manager, who will:
 - Contact users for technical riders
 - Evaluate time necessary to set up show (time in theatre)
 - Supervise the load-in / show / and load out of every production
 - Provide crew
 - Update technical rider, light plot, ground plan and any other material needed in advance by users, performers, etc...
 - Provide show crew billing sheets to SMG Finance for settlement
 - Provide point person to answer technical questions regarding venue.
 - Maintain all theater production equipment in excellent working condition (order replacement parts and lamps for all equipment)
 - Work with City on grants

Box Office

- Build shows
- Daily settlements
- Show settlements
- Answer telephone inquiries
- Maintain regular box office hours per budgeted allowances

As per the City's contract with SMG which specified a fee not to exceed \$50,000 for these services, the City has negotiated, an agreed upon management fee of \$40,000 annually, and all personnel, including a House Manager, will be accounted for as operating expenses of the venues, similar to the operating relationship the City has established with SMG for the management of the Miami Beach Convention Center and Jackie Gleason Theater.

The City's contract with SMG also states that SMG will pay the City an additional \$62,500 as "Additional Capital Contribution" should the City elect to have SMG manage the additional facilities. This sum is equal to twenty-five (25%) of the management fee earned by SMG over the term of the agreement, including the renewal option, over 5 years. Pro rating the management fee for the Colony Theater and assuming management of the additional facilities continues through the renewal term of the agreement, the additional capital contribution paid by SMG to the City will be \$37,500 over the remaining four years.

Such prorated amount is reflected in the attached amendment.

The City Administration also feels the concerns of the non-profit/performing arts organizations can be further addressed through an established contractual tier rental rate program. Proposed rental rates for the facilities are submitted as a separate item in this Commission agenda for your consideration.

As you may notice, this theater management structure also includes the Colony and Little Stage (Acorn) Theaters. The Administration believes it is in the best interest of the City of Miami Beach to include these additional facilities in this new theater management structure to ensure consistent management, as well as to gain economies of scale.

This recommended management structure was reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting. Furthermore, this Amendment No. 1 to the management agreement was brought as an informational item to the Convention Center Advisory Board on July 27th 2004.

CONCLUSION

The Mayor and the City Commission should approve the resolution authorizing Amendment No. 1 to the Management Agreement between the City of Miami Beach, Florida and SMG for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts to include the management and operation of additional cultural facilities.


JMG/CMC/MAS

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RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 1 TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH AND SMG FOR THE MIAMI BEACH CONVENTION CENTER AND JACKIE GLEASON THEATER OF THE PERFORMING ARTS; SAID AMENDMENT ELECTING TO HAVE SMG OPERATE, MANAGE, AND PROMOTE THE BYRON-CARLYE THEATER, THE COLONY THEATER, AND THE ACORN THEATER, FOR AN INITIAL TWO (2) YEAR TERM, COMMENCING ON OCTOBER 1, 2004, AND ENDING ON SEPTEMBER 30, 2006, WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR TERMS, AT THE CITY'S DISCRETION, AT AN ADDITIONAL FEE NOT TO EXCEED \$40,000 PER YEAR; PROVIDING FURTHER FOR PAYMENT BY SMG TO THE CITY OF THE ADDITIONAL CAPITAL CONTRIBUTION, AS DEFINED IN AMENDMENT NO. 1.

WHEREAS, on October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater), including, without limitation, all adjacent grounds, sidewalks, rights-of-way and marshaling areas, but not including the adjacent parking lots (collectively with the Convention Center and Theater, the Facility) located in the City of Miami Beach, Florida (the Agreement); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater); and

WHEREAS, accordingly, the City has hereby elected, as provided for in the attached Amendment No. 1 to the Agreement, to have SMG operate, manage and promote the following City cultural facilities:

- a) Byron-Carlyle Theater, located at 500 71st Street, Miami Beach, FL 33141;
- b) Colony Theater, located at 1040 Lincoln Road, Miami Beach, FL 33139;
- c) Acorn Theater, located at 2100 Washington Avenue, Miami Beach, FL 33139; and

WHEREAS, said Amendment is for a term of two (2) years, commencing on October 1, 2004, and ending on September 30, 2006, with two (2) additional one (1) year renewal

terms, at the City's discretion, for an additional annual Management Fee not to exceed \$40,000; and

WHEREAS, additionally, upon approval of the attached Amendment No. 1, SMG shall pay to the City an Additional Capital Contribution, said amount as defined in the attached Amendment.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the Mayor and City Clerk to execute the attached Amendment No. 1 to the Management Agreement between the City and SMG for the Miami Beach Convention Center and Jackie Gleason Theater of the Performing Arts; said Amendment electing to have SMG operate, manage, and promote the Byron-Carlye Theater, the Colony Theater, and the Acorn Theater, for an initial two (2) year term, commencing on October 1, 2004, and ending on September 30, 2006, with an option to renew for two (2) additional one (1) year terms, at the City's discretion, at an additional fee not to exceed \$40,000 per year; providing further for payment by SMG to the City of the Additional Capital Contribution, as defined in Amendment No. 1.

PASSED AND ADOPTED this _____ day of _____, 2004.

ATTEST:


MAYOR

CITY CLERK

JMG/CMC/mas

F:\atto\AGUR\RESOS-ORD\SMG Amendment No. 1- Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

Date

AMENDMENT NO. 1 TO THE MANAGEMENT AGREEMENT BETWEEN THE CITY OF MIAMI BEACH, FLORIDA AND SMG FOR THE MIAMI BEACH CONVENTION CENTER AND JACKIE GLEASON THEATER OF THE PERFORMING ARTS FOR THE OPERATION, MANAGEMENT AND PROMOTION OF THE BYRON-CARLYE THEATER, COLONY THEATER, AND ACORN THEATER

This Amendment No. 1 to the Agreement, is made and entered into this ____ day of _____, 2004, by and between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (City), and **SMG**, a Pennsylvania general partnership whose current address is 701 Market Street, 4th Floor, Philadelphia, PA, 19106 (SMG).

RECITALS

WHEREAS, on October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater), including, without limitation, all adjacent grounds, sidewalks, rights-of-way and marshaling areas, but not including the adjacent parking lots (collectively with the Convention Center and Theater, the Facility) located in the City of Miami Beach, Florida (the Agreement); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage, and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater); and

WHEREAS, the City has hereby elected, as memorialized in this Amendment No. 1 to the Agreement, to have SMG operate, manage, and promote the following City cultural facilities:

- a) Byron-Carlyle Theater, located at 500 71st Street, Miami Beach, FL 33141;
- b) Colony Theater, located at 1040 Lincoln Road, Miami Beach, FL 33139;
- c) Acorn Theater, located at 2100 Washington Avenue, Miami Beach, FL 33139; (For purposes of this Amendment No. 1, the above City cultural facilities are hereinafter referred to as the "Additional Facilities").

NOW, THEREFORE, in consideration of the mutual premises, covenants and agreements herein contained, and other good and valuable consideration, in receipt and adequacy of which are hereby acknowledged and intending to be legally bound, the City and SMG hereby amend the Agreement as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated by reference herein.

2. Section 1 of the Agreement, entitled "Definitions", is amended as follows:

"Facility"—as defined in the Background Section of this Agreement, which (i) for the Convention Center includes the exhibit halls, meeting rooms, common areas, lobby areas, executive offices and utilities facilities related thereto and (ii) for the Theater includes the lobby areas, common areas, audience chambers, backstage areas, dressing rooms, stage areas and rehearsal hall related thereto. If during the Management Term or any Renewal Term, the City elects to have SMG manage, promote and operate other City cultural facilities pursuant to Section 2.2(b) hereof (the "Additional Facilities"), such other facility or facilities shall be deemed included within the definition of Facility hereunder. Accordingly, the City and SMG herein acknowledge and agree that the City, pursuant to Amendment No. 1 to the Agreement, has elected to have SMG manage, promote and operate the following Additional Facilities:

- a) Byron-Carlyle Theater, located at 500 71st Street, Miami Beach, Florida 33141;
- b) Colony Theater, located at 1040 Lincoln Road, Miami Beach, FL 33139; and
- c) Acorn Theater, located at 2100 Washington Avenue, Miami Beach, FL 33139.

The aforesated Additional Facilities shall be deemed included within the definition of Facility hereunder.

3. Section 2.2 of the Agreement, entitled "Scope of Services", is amended to include the additional scope of work and management structure, pertaining to the additional respective responsibilities of the City and SMG, with regard to the management, promotion and operation of the Additional Facilities; said scope of work and management structure is attached hereto and incorporated herein as Exhibit "A" to this Amendment No. 1.

4. Section 2.2 of the Agreement, entitled "Scope of Services"; subsection (b) therein, entitled "Additional Facilities", is amended as follows:

- (b) The City may elect, upon thirty (30) days prior written notice to SMG, at any time during the Management Term or any Renewal Term to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell and/or the Colony Theater; such facilities are referred to herein, individually and/or collectively, as elected by the City, as the "Additional Facilities") subject to the City's policies and directives and under the City's general guidance for programming. Such election will be memorialized as an amendment to this Agreement upon the same terms and conditions provided herein. Upon the effective date of such election, the Management Fee payable to SMG pursuant to Section 4.1(a)(i) hereof shall increase by mutually agreed upon amount not to exceed ~~\$50,000~~ \$40,000 which shall be payable to SMG concurrent with assumption of management

duties for each Additional Facility (which amount shall be subject to CPI adjustment as provided in Section 4.1(a)(i) hereof).

5. Section 3 of the Agreement, entitled "Management Term and Renewal Term", is amended to include the following additional paragraph:

The Management Term of Amendment No. 1 shall commence on October 1, 2004, and end on midnight September 30, 2006, unless earlier terminated pursuant to the provisions of the Agreement. The City shall have the right, at its sole option and discretion, to extend this Amendment No. 1 for two (2) successive one (1) year terms (each, a "Renewal Term") by giving written notice to SMG of such intention not less than ninety (90) days prior to the expiration of the Management Term or an exercised Renewal Term.

5.10(a) of this agreement, entitled "SMG Capital Contributions," is amended as follows:

- (a) Upon the execution and delivery of this Agreement, SMG shall pay to the City the sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "Initial Capital Contribution"), and an additional ~~Sixty Two Thousand, Five Hundred Dollars (\$62,500)~~ annual sum equal to twenty-five percent (25%) of the portion of the Management Fee to be earned by SMG for management, operation, and promotion of the Additional Facilities (the "Additional Capital Contribution") ~~(if the City elects within the first year, and if not on a prorated basis thereafter based on the number of years remaining in the current Management Term, pursuant to Section 2.2(b) hereof, to have SMG operate, manage and promote the Additional Facilities, and which shall be payable by SMG concurrent with the assumption of each stage of its management duties for the Additional Facilities, and upon renewal of this Agreement for any one or more Renewal Terms for management, operation, and promotion of the Additional Facilities)~~, which sums shall be used at the sole discretion of the City. In the event the City exercises its right pursuant to Section 3.1 above to extend this Agreement for any one or more Renewal Terms, SMG shall pay to the City the sum of Fifty Thousand Dollars (\$50,000) (the "Renewal Term Capital Contribution") for each Renewal Term granted to SMG.

6. Section 12.5 of the Agreement, entitled "Additional Facilities/City's Right to Terminate for Convenience", is added to the Agreement as follows:

12.5 Additional Facilities/City's Right to Terminate for Convenience.

Notwithstanding the provisions of this Section 12, Amendment No. 1 of the Agreement, pertaining to SMG's operation and management of the Additional Facilities, may be terminated by the City, for convenience and without cause, at any time during the Term herein, upon

the furnishing of thirty (30) days prior written notice to
SMG.

7. No Further Modifications. Except as provided in this Amendment No. 1, the Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA

City Clerk

Mayor

_____ day of _____, 2004.

SMG

ATTEST:

President

Secretary

Print Name

_____ day of _____, 2004.

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7/24/04
Date

EXHIBIT “A”

Additional Facilities

Management Structure & Scope of Work

City Management Responsibilities

General Management:

- Liaison with local arts organizations
- Liaison with City of Miami Beach Administration & City Commission
- Develop and oversee mission/strategic vision for Additional Facilities
- Develop, in conjunction with SMG, marketing program for Additional Facilities with any final program approvals to be made by the City
- Develop annual budget in conjunction with SMG, with approval of Additional Facilities budgets by Tourism and Cultural Development Department Director, prior to submission of SMG budget to City Administration and City Commission (for final approval)
- Tourism and Cultural Development Department will be responsible for marketing and promotion of the Additional Facilities

Booking

- Answer telephone booking inquiries
- Show Additional Facilities to all potential users
- Maintain Calendar of Events for availability and holds
- Generate and execute lease agreements, rental agreements, occupancy agreements, and booking commitments for Additional Facilities
- Disseminate booking and contract information to respective SMG departments

Facility Operations

- The City's Public Works Department Property Management Division will be responsible for maintaining all major structural components, including the roof, lift station, elevators, as well as the fire control panel.

SMG Responsibilities

Business Operations:

- Verify , purchase, and maintain required Insurance
- Accept payments (deposits and final payment)
- Prepare Settlements
- Prepare payroll for SMG employees
- Procure operating supplies
- Process Accounts Payable
- Process Accounts Receivable
- Assist in the development of annual budget(s), subject to approval by the Tourism and Cultural Development Dept. Director, and final approvals by City Administration and City Commission
- Generate Monthly Financial Statements

Facility Operations:

- Schedule the opening and closing of the Additional Facilities as per users' needs
- Maintain utilities and telephone service
- Provide day to day cleaning and maintenance, except for major structural components
- Provide security, as required by the City
- Maintain all theater, non-production equipment in good working condition
- Oversee maintenance contracts
- Maintain Additional Facilities in accordance with and in conformance to all applicable fire and safety codes, laws, ordinances, etc.
- Coordinate and assist City's Property Management Division and Capital Improvement Projects Office in the installation and quality control of any and all Capital Improvements and Capital Equipment purchases
- Provide marketing assistance, as requested, for Additional Facilities and events thereon
- Collaborate and obtain prior City approval, in connection with any advertising, promotion, socialization or sponsorship opportunities in connection with the Additional Facilities, as well as assist with the development of any future marketing plans, advertising buys, and website development.

Event Operations

- Provide House Manager, ushers and ticket takers
- Staff, operate, and maintain concession operations
- Provide security, as required by City
- Coordinate with users for special receptions, events

Production:

- Provide Stage Manager, who will:
 - Contact users for technical riders
 - Evaluate time necessary to set up show (time in theatre)

- Supervise the load-in / show / and load out of every production
- Provide crew
- Update technical rider, light plot, ground plan and any other material needed in advance by users
- Provide show crew billing sheets to SMG Finance for settlement
- Provide point person to answer technical questions regarding Additional Facilities
- Maintain all theater production equipment in excellent working condition (order replacement parts and lamps for all equipment)
- Work with City on grants

Box Office

- Build shows
- Daily settlements
- Show settlements
- Answer telephone inquiries
- Maintain regular box office hours per budgeted allowances

In addition to the City and SMG's respective responsibilities, as previously set forth above in this Exhibit "A", the foregoing services shall also be provided. In the event that any of the foregoing is expressly in conflict with the preceding City and SMG respective responsibilities (as set forth in the preceding "bullet points" of this Exhibit "A"), then the language of the following paragraphs, as hereinafter set forth below, shall govern.

SMG shall:

(a) employ, supervise and direct its employees and personnel consistent with the provisions of the Agreement and this Amendment No. 1;

(b) administer relationships with all third parties that are parties to City Agreements (including, without limitation, the food and beverage concessionaire at the Additional Facilities; initiate and participate in any and all negotiations, renewals and extensions (to the extent SMG and/or the City deems any of the foregoing to be necessary or desirable) relating to such City Agreements; and enforce the City Agreements; negotiate, in conjunction with the Tourism and Cultural Development Department, execute in its name as agent for the City, deliver and administer any and all licenses, concession agreements, supplier agreements, service contracts (including, without limitation, contracts for cleaning, decorating and set-up, stage equipment, emergency services, and general internal building maintenance, staffing and personnel needs, including guards and ushers, telephone, extermination and other services which are necessary or appropriate), and all other contracts and agreements in connection with the management, promotion and operation of the Additional Facilities; (1) provided that (A) if any such license, agreement, commitment or contract (other than those involving the license, lease or rental of the Additional Facilities in the ordinary course)

has a term that extends beyond the remaining Management Term of this Amendment No. 1, and/or is of a non-traditional nature (such as co-promotion agreements), such license, agreement, commitment or contract shall be approved and executed by the City Manager, and (B) if any service agreement is to be renewed or entered into at the commencement of a Fiscal Year, such service agreement shall be reviewed in conjunction with the annual budget review process described in Section 6.1 of the Agreement; (2) provided further that the City shall have the sole authority to generate and execute lease agreements, rental agreements, occupancy agreements, and booking commitments; and (3) any contract entered into between SMG and a subsidiary and/or affiliate company shall be at terms and for prices customarily charged by such subsidiary and/or affiliated company for comparable goods and services elsewhere and are competitive within the industry, subject to submittal of documentation evidencing the competitive nature of the goods submitted;

(c) SMG will collaborate and obtain prior City approval, in connection with any advertising, promotion, socialization or sponsorship opportunities in connection with the Additional Facilities, as well as assist with the development of any future marketing plans, subject also to City approval;

(d) provide day to day cleaning and maintenance so as maintain the Additional Facilities in the condition received, reasonable wear and tear excepted; provided that the City shall be responsible for, with direction, cooperation and assistance of SMG, undertaking all Capital Improvements and Capital Equipment purchases as provided in Section 5.8 of the Agreement, subject to the SMG Capital Contributions as provided in Section 5.10 of the Agreement;

(e) to the extent that Operating Revenues or funds supplied by the City are made available therefore, rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the Additional Facilities, provided that the City shall be responsible for, with direction, cooperation and assistance of SMG, undertaking all Capital Improvements and Capital Equipment purchases pursuant to Section 5.8 of the Agreement, subject to the SMG Capital Contributions as provided in Section 5.10 of the Agreement;

(f) pay, when due, on behalf of the City, all Operating Expenses from accounts established pursuant to Sections 5.6 and 5.7 of the Agreement;

(g) after consultation with the City Manager and the City Attorney, and subject to approval by the City Attorney or his designee, institute as agent for the City and at the reasonable expense of the City, such legal actions or proceedings necessary or appropriate in connection with the operation of the Additional Facilities, including, without limitation, to collect charges, rents or other revenues due to the City or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the Additional Facilities;

(h) make available training for use of the venue management system as needed. The City's Tourism and Cultural Development Department shall maintain a master set of all booking records and schedules for the Additional Facilities in conjunction with SMG, which will set-up and provide the aforesaid venue management system, currently Ungerbock, for the Additional Facilities;

(i) provide day-to-day administrative services in support of its management activities consistent with such supervisory services to ensure that the Additional Facilities and services shall be operated in a first class manner and with standards comparable to similar first class facilities pursuant to the Approved Budgets and annual plans described in the Agreement, including, but not limited to, the acquisition of services, equipment, supplies and facilities; internal budgeting and accounting; maintenance and property management; personnel management; record-keeping; collections and billing; and similar services; however, subject to appropriation and funding, at no time shall the maintenance of the Additional Facilities fall below the minimum standards required;

(j) collaborate with the City as provided for in subsection (d) herein. The Tourism and Cultural Development Department will be responsible for marketing and promotions of the Additional Facilities. SMG shall not actively engage in the selling of advertising inventory and product rights for the Additional Facilities without the prior written approval of the City Manager or his designee. In connection with its activities under the terms of this Agreement, SMG will be permitted to use the logo and brand identity of the City of Miami Beach and the Additional Facilities, but only as expressly approved, in writing, by the City Manager or his designee.

(k) operate the Additional Facilities telephone switches and telecommunications services;

(l) provide to the City's Tourism and Cultural Development Department Director fourteen (14) complementary tickets for each event held at each of the Additional Facilities to be reserved for the City of Miami Beach until one (1) hour before advertised time of show, which is consistent with City of Miami Beach Resolution No. 93-20694;

(m) act as a collection agent for the City on sales taxes and remit to the State of Florida such sales taxes;

(n) maintain the Additional Facilities in the most efficient manner consistent with other similar first class facilities and immediately inform the City of any condition of which SMG becomes aware which SMG believes impairs the structural soundness or sound operating condition of the Additional Facilities or otherwise adversely affects the ability of SMG to perform under this Agreement. It is understood that the City will make its own determination as to the structural soundness of the Additional Facilities or any defect that might be noted by SMG and as to the necessity for repair. The City will, subject to appropriation, make available funds necessary to

correct such condition within such time as is required under the circumstances, and as the City deems any repair or correction necessary;

(i) have the right to act with consent of the City in situations which SMG determines to be an emergency with respect to the safety, welfare and protection of the general public, including spending or committing funds held in the Facility accounts described in Section 5.6 of the Agreement even if such expenses are not budgeted; provided, however, SMG shall have no obligation under any circumstance to spend or commit funds other than funds then available in such Facility accounts for any such purpose. Immediately following such action, SMG shall inform the City of the situation and the action taken and the City shall pay SMG, for deposit into such Facility accounts, the amount of funds, if any, spent or committed by SMG pursuant to this subparagraph (i) in excess of budgeted amounts;

(o) if the City should elect to include a surcharge on all tickets sold for performances held at the Additional Facilities, SMG shall act as a collection agent for the City on the surcharge (amount to be determined). Further, SMG shall work with the Tourism and Cultural Development Department, which may seek the advice and recommendation of the City's Cultural Arts Council, on the administration of the surcharge, to be used toward the City's cultural endowment fund; and

(p) except as otherwise approved by the City, SMG shall not sub-lease any portion of the Additional Facilities without the prior approval of the City. Without limiting SMG's and/or the City's rights to require any and all necessary agreements and documentation from users of the Additional Facilities, SMG shall require that all users of the Additional Facilities provide certificates of insurance evidencing appropriate insurance, as required by "Insurance Requirements for Users/Lessees of the Facility" in Exhibit B - Part 1 of the Agreement. Copies of these certificates are to be furnished to the City's Tourism and Cultural Development Department Director. Such insurance is to be kept in force at all times by all licensees, users, lessees and concessionaires. All such liability policies shall name the City and SMG as additional insureds.

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters.

Issue:

Whether to approve a resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters, as proposed in exhibits B, C, and D.

Item Summary/Recommendation:

Pursuant to Section 2.2 of the City's Agreement with SMG, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater). A related item has been submitted in today's agenda recommending exercising the aforementioned option provided in Section 2.2 and amending the current management agreement with SMG.

An in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas (**please refer to Exhibit A**). Included in this survey was expense and income information related to the last three years of the Colony Theater's operations prior to its closing for renovation in July 2002. The purpose of this survey was to assemble what is believed to be an equitable rental plan and project annual operating budgets for the Byron Carlyle and Colony Theaters. The analysis also included income and expense projections from the Dowling Study, SMG and City Staff. Detailed rental rate schedule for the three facilities are provided in exhibits B, C, and D.

To be consistent with previous Commission action and direction, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

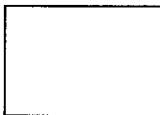
Advisory Board Recommendation:

The proposed rental rates were reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting.

Financial Information:

Amount to be expended:

Source of Funds:



Finance Dept.

Amount	Account	Approved
1		
2		
3		
4		
Total		

Sign-Offs:

Department Director	Assistant City Manager	City Manager
	<i>CAC</i>	<i>Jurez</i>

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AGENDA ITEM C7M
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: **A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING RENTAL RATES FOR THE BYRON CARLYLE, COLONY AND LITTLE STAGE (ACORN) THEATERS, AND OTHER RELATED ACTIVITIES, AS SET FORTH IN THE ATTACHMENTS HERETO; SAID FEE EFFECTIVE ON OCTOBER 1, 2004; AND REPEALING ESTABLISHED RENTAL RATES FOR THE LITTLE STAGE (ACORN) THEATER AS SET FORTH IN RESOLUTION 2003-25306.**

ADMINISTRATION RECOMMENDATION

Approve the resolution.

ANALYSIS

On January 8, 2003, the Mayor and City Commission adopted Resolution No. 2003-25107, which authorized the issuance of an RFP for the management and operation of (1) the MBCC and the Gleason, or (2) the Gleason only, with an option to manage and market other City Cultural Facilities to include but not limited to: the Byron-Carlyle Theater, the Rotunda, the Acorn Theater, the bandshell and/or the Colony Theater.

On October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater). Pursuant to Section 2.2 of the Agreement, the City may elect, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater). A related item has been submitted in today's agenda recommending exercising the aforementioned option provided in Section 2.2 and amending the current management agreement with SMG.

As per the City's contract with SMG which specified a fee not to exceed \$50,000 for these services, the City has negotiated an agreed upon management fee of \$40,000 annually, and all personnel, including a house manager, will be accounted for as operating expenses of the venues, similar to the operating relationship the City has established with SMG for the management of the Miami Beach Convention Center and Jackie Gleason Theater.

During the fall of 2003, the Tourism and Cultural Development Department conducted an in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas **(please refer to Exhibit A)**. Included in this survey was expense and income information related to the last three years of the Colony Theater's operations prior to its closing for renovation in July 2002. The purpose of this survey was to assemble what is believed to be an equitable rental plan and project annual operating budgets for the Byron Carlyle and Colony Theaters. The analysis also included income and expense projections from the Dowling Study, SMG and City Staff. The proposed rental rates were reviewed and approved by the Cultural Arts Council at their July 9th 2004 meeting.

The following is a list of cultural facilities analyzed by the Administration:

- Actor's Playhouse, Coral Gables, FL
- Broward Center for the Performing Arts
- Amaturo Theater, Ft. Lauderdale, FL
- Colony Theater, Miami Beach, FL
- Gleason Theater, Miami Beach, FL
800 seat retrofit
Black Box Theater
- Gusman Center for the Performing Arts, Miami, FL
- Joyce Theater, New York, NY
- Lincoln Theater, Miami Beach, FL
- North Miami Beach, NMB, FL
- Rialto Center for the Performing Arts, Atlanta, GA
- Symphony Space, New York, NY
- Peter Jay Sharp Theater
- Leonard Nimoy Thalia Theater

The base proposed rental rates are as follows:

Byron Carlyle Theater

For a detailed rental fee schedule of the Byron Carlyle Theater please refer to Exhibit B.

Non-Profit Organizations	Performances 1 ½ hr. prior to Advertised time of curtain	Second Performance Same Day
Operating Budgets:		
\$250,000 or Below	\$500 (4.5 hrs.)	\$250 additional
\$250,000 - \$500,000	\$700 (4.5 hrs.)	\$350 additional
\$500,000 and above	\$900 (4.5 hrs.)	\$450 additional

Additional Tech Time on a performance day: \$50.00 per hour

Load In/ Rehearsal Rate: \$550 (10 hours)

Load Out Fee: \$50 per hour from final curtain

For-Profit Organizations

Performances	\$1000.00 (4.5 hours)
Second Performance (Same Day)	\$500.00

Colony Theater

For a detailed rental fee schedule of the Colony Theater please refer to Exhibit C.

Non-Profit Organizations	Performances 2 hr. prior to Advertised time of curtain	Second Performance
Operating Budgets:		
\$250,000 or Below	\$600 (5 hrs.)	\$300 additional
\$250,000 - \$500,000	\$800 (5 hrs.)	\$400 additional
\$500,000 and above	\$1,000 (5 hrs.)	\$500 additional

Load In/ Rehearsal Rate: \$750 (12 hours)
 Tech / Rehearsal Same Day As Show \$300 (8 Hours)
 Overtime: \$75 per hour

For-Profit Organizations

Performances	\$1,500.00 (5 hours)
2 nd Performance (Same Day)	\$750.00

Little Stage (Acorn) Theater

For a detailed rental fee schedule of the Little Stage (Acorn) Theater please refer to Exhibit D.

Non-Profit Organizations

Performances (2 hr. prior to Advertised time of curtain)	\$200.00 (5 hours)
2 nd Performance (Same Day)	\$100.00

Load In/ Rehearsal Rate: \$200 (12 hours)
 Tech / Rehearsal Same Day As Show \$100 (8 Hours)
 Overtime: \$50 per hour

For-Profit Organizations

Performances	\$500.00 (5 hours)
2 nd Performance (Same Day)	\$250.00

On July 30th the City Commission adopted Resolution No. 2003-25306, which established user fees for various parks and recreation programs and facilities including the Little Stage

(Acorn) Theater (**please refer to Exhibit E**). The Administration recommends repealing the rental rates as set forth in the aforementioned resolution and adopt the proposed rates as described herein.

CONCLUSION

The Mayor and the City Commission should approve the resolution establishing rental rates and other related activities for the Byron Carlyle, Colony and Acorn Theaters. To be consistent with previous Commission action and direction, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

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Cultural Facilities Rates/Fees Comparisons

EXHIBIT A

Facility	Rental Fee's				Additional Performance / For Profit & NFP	Deposit	Admin Fee
	Stage Size	Flyes	Seats	For-Profit	Non-Profit	Load In/Rehearsal	
Broward Center / Amaturro Theater	45' W X 40' D	Fly	582	\$950 or 10% of gross includes load in & 3.5 Hr perf	\$950 or 10% of gross includes load in & 3.5 Hr perf	Included in Rental Fee	4% of Prod. Invoice
Byron Carlyle Theater - Consultant Proposal		No Fly	300				50% of total
Colony Theater - Consultant Proposal		Fly	440				50% of total
Colony Theater - 1984 through 2001	40' W X 30' D	No Fly	440/25	\$800 6 hrs.	\$700-\$350 sliding scale/ 6 hrs.	\$450/\$250	50% of total
Gleason Retro Fit	108' W X 48' D	Fly	800	\$1,500 + bldg exp.	\$1,500 + bldg exp.	\$1,000	
Gleason Studio	42' W X 45' D w/apron	No Fly	150				
Gusman Theater		Fly	1800	\$1,300 or 8% gross	N/A		\$300 per perf
Joyce Theater*	43' W X 35' D	No Fly	472	N/A	\$21,000/\$23,000 wk (nat & Intrnl)	\$1,000/\$600	\$4,000/ \$2,000
Lincoln Theater		No Fly	765	\$1,100	\$700	\$200 / 50% of rent	\$1,000
North Miami Beach PAC	49' W X 35' D	No Fly	392/931	\$1,300	\$1,050	\$725	\$700 \$100 app
Rialto Theater	44' W X 33' 9" D	No Fly	833	\$1,750 / \$2,800	\$975/\$1,750	\$875 (no public)	\$500 \$200/event
Symphony Space /Peter Jay Sharp Theater**	40' W X 38" D	No Fly	760	\$3,000/\$2,600/ \$13,500 f-m/t-th/wk	\$2,500/\$2,100 /\$11,000	\$500/4.5 hrs.	\$1,000d/ \$3,000w
Symphony Space / Leonard Nimoy Theater***		No Fly	172 w/apron	\$700	\$600	\$250/4.5 hrs	\$250d/ \$1,000w

*subsidized 64%

**rates include Box, Front of House & Technical Advisor

***no Sat/Sun rentals & rates include Box, Front of House (FOH) & Technical Advisor

Front of House Fee Detail

EXHIBIT A

Facility		For-Profit Box	Non-Profit Box	Ushers/Tickets	House Manager
Broward Center /					
Amaturo Theater		3.5% of gross/min \$250	2.5% gross/min \$250		
Byron Carlyle Theater -					
Consultant Proposal		\$250-\$300	\$250-\$300	included	included
Colony Theater -					
Consultant Proposal		\$250-\$300	\$250-\$300	included	included
Colony Theater - 1984					
through 2001		\$250 per show \$100/add	\$250 per show/\$100 add	incl in box fee	incl in box fee
Gleason Retro Fit		\$750 + .10 tkt printed	\$750 + .10 tkt printed		
Gleason Studio					
Gusman Theater		\$135 per perf	N/A	\$575	included
Joyce Theater		N/A	included in weekly rental	included	included
Lincoln Theater*		\$100 +3%	\$100 +3%	\$325	\$140
North Miami Beach					
PAC **		Lessee responsibility	Lessee responsibility	\$12	
Rialto Theater		package	package		
Symphony Space /Peter					
Jay Sharp Theater		Part of Rental	Part of Rental	Part of Rental	Part of Rental
Symphony Space /					
Leonard Nimoy Theater		Part of Rental	Part of Rental	Part of Rental	Part of Rental

* 4 hr. minimum

** 4 hour minimum

Back of House Fee Detail

EXHIBIT A

Facility	Union / Non-Union Facility	Technical/Stage Hands		Operations Supervisor	Stage Manager	Department Heads			
		Show Rate	Hourly Rate (For Profit / Not For Profit)			Show Rate	Hourly Rate	Overtime	Janitorial
Broward Center / Amature Theater	Union	\$89/\$97	\$20.76 - \$23.10 + 33%			\$89/\$98	\$24.36 + 33%	1 1/2 & 2	
Byron Carlyle Theater - Consultant Proposal ¹	Non-Union	\$50/\$65	\$17.50/\$15+ 20% tit		not provided	\$50/\$65	\$17.50/\$15+ 20% tit	1 1/2 & 2	in Front of House (FOH)
Colony Theater - Consultant Proposal ²	Non-Union	\$50/\$65	\$17.50/\$15+ 20% tit		not provided	\$50/\$65	\$17.50/\$15+ 20% tit	1 1/2 & 2	in FOH
Colony Theater - 1984 through 2001 ³	Non-Union	\$45/\$50	\$15/\$12		not provided	\$45/\$50	\$15/\$12	1 1/2 & 2	in FOH
Gleason Retro Fit	Union							1 1/2	
Gleason Studio	Union								
Gusman Theater	Union	\$89/\$97	\$21-\$23+ 41% tit		not provided	\$89/\$98	\$24+ 41% tit	1 1/2 & 2	\$150
Joyce Theater ⁴	Non-Union	\$83	\$20.70 + %		not provided	\$92.60	\$23.15 + %	1 1/2 & 2	
Lincoln Theater ⁵	Non-Union		\$28/hr.	\$38.75/hr.	\$32.50/hr.				\$45/hr.
North Miami Beach PAC ⁶	Non-Union	\$56	\$14/\$14			\$80	\$20/\$17.50		
Rialto Theater	Non-Union		\$13.50/hr.		\$20/hr.		\$18/hr.	1 1/2 & 2	
Symphony Space /Peter Jay Sharp Theater	Non-Union?		Producer Provides		Part of Rental				
Symphony Space / Leonard Nimoy Theater	Non-Union?		Producer Provides		Part of Rental				

Note 1-3: 4 hr. minimum

4: crew included in weekly rental & 8 hr. standard day

5: 4 hour minimum

6: 4 hour minimum

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

Theatre Rental Rates

Non-Profit Organizations

	Performances 2 hr. prior to Advertised time of curtain	Second Performance Same Day
Operating Budgets:		
\$250,000 or Below	\$500 (5 hrs.)	\$250 additional
\$250,000 - \$500,000	\$700 (5 hrs.)	\$350 additional
\$500,000 and above	\$900 (5 hrs.)	\$450 additional

Load In/ Rehearsal Rate: \$550 (12 hours)
Tech / Rehearsal Same Day As Show \$250 (8 Hours)
Overtime \$50 per hour

For-Profit Organizations

Performances	\$1,000.00 (5 hours)
2nd Performance (Same Day)	\$500.00

Load In/ Rehearsal Rate: \$800 (12 hours)
Tech / Rehearsal Same Day As Show \$450 (8 Hours)
Overtime \$100 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$350.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$175.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

Insurance Requirements

The City of Miami Beach and SMG must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

The City of Miami Beach reserves the absolute right at its sole discretion to increase these requirements, as necessary, to protect the interests of the City, including an increase in the amount and type of coverage required, depending upon the scope and nature of the special event.

- *Commercial General Liability* - Commercial General Liability insurance, on an occurrence form, must be obtained in the amount of at least \$1,000,000 per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for contractual liability.
- *Worker's Compensation and Employer's Liability* - Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.
- *Automobile Liability Insurance* **may be** required in the amount of \$1,000,000. Dollars per occurrence to provide coverage for any owned and non-owned vehicles used by the lessee on the facility premises, including loading and unloading hazards. The City of Miami Beach and SMG must be named as additional insured.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

**Byron Carlyle Theatre
General Rental Requirements
FINAL-DRAFT-**

EXHIBIT B

***Production Services**

Non-Profit labor Rates:

Performance		
3 hour call from advertised time of curtain	per crew member	\$50.00 flat rate
Load-in, rehearsal		
3 technicians (4 hour minimum call)	per crew member	\$15.00 per hour
Overtime (before 8 am and after 12 midnight)		
After 8 hours on a day or after 3 hours of A performance call	per crew member	\$22.50 per hour

Commercial Labor Rates:

Performance		
3 hour call from advertised time of curtain	per crew member	\$65.00 flat rate
Load-in, rehearsal		
3 technicians (4 hour minimum call)	per crew member	\$17.50 per hour
Overtime (before 8 am and after 12 midnight)		
After 8 hours on a day or after 3 hours of A performance call	per crew member	\$26.25 per hour

Labor Payments

*All labor cost are subject to an additional fee to cover payroll costs.

Estimated labor invoice will be included in the payment schedule of the RIDER TO VENUE CONTRACT.

Equipment Rental (subject to availability)

Marley Dance Floor	\$65.00 First Day	\$50.00 additional days (3 day Max.)
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly

Equipment Subject to Sales Tax 7.0% sales tax

7/9/2004

**Colony Theater Fee Schedule
FINAL-DRAFT-**

EXHIBIT C

Theater Rental Rates

Non-Profit Organizations

	Performances 2 hr. prior to Advertised time of curtain	Second Performance Same Day
Operating Budgets:		
\$250,000 or Below	\$600 (5 hrs.)	\$300 additional
\$250,000 - \$500,000	\$800 (5 hrs.)	\$400 additional
\$500,000 and above	\$1,000 (5 hrs.)	\$500 additional

Load In/ Rehearsal Rate: \$750 (12 hours)
Tech / Rehearsal Same Day As Show \$300 (8 Hours)
Overtime: \$75 per hour

For-Profit Organizations

Performances	\$1,500.00 (5 hours)
2 nd Performance (Same Day)	\$750.00

Load In/ Rehearsal Rate: \$1,000 (12 hours)
Tech / Rehearsal Same Day As Show \$500 (8 Hours)
Overtime: \$150 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$350.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$175.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

Insurance Requirements

The City of Miami Beach must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

The City of Miami Beach reserves the absolute right at its sole discretion to increase these requirements, as necessary, to protect the interests of the City, including an increase in the amount and type of coverage required, depending upon the scope and nature of the special event.

- *Commercial General Liability* - Commercial General Liability insurance, on an occurrence form, must be obtained in the amount of at least \$1,000,000 per occurrence for bodily injury, death, property damage, and personal injury. The policy must include coverage for contractual liability.
- *Worker's Compensation And Employer's Liability* -Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

*Production Services

Non-Profit labor Rates:

Performance

3 hour call from advertised time of curtain per crew member	flat	\$50.00
--	------	---------

Load-in, rehearsal

4 technicians & 4 hour minimum on all calls per hour	per crew member	\$15.00
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Overtime (after 8 am and prior to 12 midnight)

7/9/2004

**Colony Theater Fee Schedule
FINAL-DRAFT-**

EXHIBIT C

After 8 hours on a day or after 3 hours of A performance call per hour	per crew member	\$22.50
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Commercial Labor Rates:

Performance 3 hour call from advertised time of curtain per crew member	flat	\$65.00
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Load-in, rehearsal 3 technicians and 4 hour minimum on all calls per hour	per crew member	\$17.50
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Overtime After 8 hours on a day or after 3 hours of A performance call per hour	per crew member	\$26.25
--	-----------------	---------

*All labor invoices are payable in full before the final performance. Please make one check payable to _____ for the total amount of invoice.

Equipment Rental

Marley Dance Floor	\$65.00 First Day \$50.00 each additional day	
Followspot	\$45.00 per day	\$135.00 weekly
Piano rental	\$70.00 per day	\$210.00 weekly
Piano tuning	market rate	
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly
Slide Projector	\$45.00 per day	\$135.00 weekly
Equipment Sales Tax	7.0% sales tax	

7/9/2004

FINAL-DRAFT-

Theater Rental Rates

Non-Profit Organizations

Performances (2 hr. prior to Advertised time of curtain)	\$200.00 (5 hours)
2 nd Performance (Same Day)	\$100.00

Load In/ Rehearsal Rate: \$200 (12 hours)
Tech / Rehearsal Same Day As Show \$100 (8 Hours)
Overtime: \$50 per hour

For-Profit Organizations

Performances	\$500.00 (5 hours)
2 nd Performance (Same Day)	\$250.00

Load In/ Rehearsal Rate: \$500 (12 hours)
Tech / Rehearsal Same Day As Show \$200 (8 Hours)
Overtime: \$100 per hour

Deposits

50% on Signing of Contract (non refundable)
\$500.00 security deposit (refundable)
Final payment is Due 30 days prior to event.

Front of House Fees

\$250.00 includes House Manager, Ticket takers, Ushers, Maintenance Crew for first performance.
\$150.00 for second performance in the same day.

Security \$50.00 per performance (4 Hr.)
A Security guard may be required at the discretion of the management or requested by the client. All cost will be paid by the Lessee

Lobby Reception Fee - \$20.00 per hour with 2 hour minimum.

Merchandising Policy – Client will staff merchandise sales and pay 15% commission on all sales.

FINAL-DRAFT-

Insurance Requirements

The City of Miami Beach must be named as an additional insured and policyholder on all insurance certificates issued for the event. All insurance policies must be issued by companies that are authorized to do business in the State of Florida, and have a rating of B+VI or better in the current edition of Best's Key Rating Guide. The Certificate of Insurance must state the time, date, location and name of the covered event, including set-up and breakdown day(s), date(s), and time(s). Applicants have the option of submitting a Certificate of Insurance for each policy year.

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- *Worker's Compensation And Employer's Liability* -Contractors must submit proof of Workers' Compensation and Employer's Liability in the form of a Certificate of Insurance. All other State regulations apply.
- *Liquor Liability* - If alcoholic beverages are to be sold or served at the event, the group or individuals selling or serving the alcoholic beverage must obtain Liquor Liability Insurance in the minimum amount of \$1,000,000. The sale of alcoholic beverages must be in compliance with the Liquor Control Regulations of the Code of the City of Miami Beach.

The City's Risk Manager must approve the Certificate of Insurance. Once approved, the Certificate will be kept on file in the Risk Management Division. The insurance requirements must be met no later than thirty (30) days prior to the event.

***Production Services**

Non-Profit labor Rates:

Performance			
3 hour call from advertised time of curtain	flat		\$50.00
per crew member			
Load-in, rehearsal			
2 technicians & 4 hour minimum on all calls	per crew member		\$15.00
per hour			
Overtime (after 8 am and prior to 12 midnight)			
After 8 hours on a day or after 3 hours of			
A performance call	per crew member		\$22.50
per hour			

7/9/2004

FINAL-DRAFT-

Commercial Labor Rates:

Performance			
3 hour call from advertised time of curtain	flat		\$65.00
per crew member			
Load-in, rehearsal			
2 technicians and 4 hour minimum on all calls	per crew member		\$17.50
per hour			
Overtime			
After 8 hours on a day or after 3 hours of			
A performance call	per crew member		\$26.25
per hour			

*All labor invoices are payable in full before the final performance. Please make one check payable to _____ for the total amount of invoice.

Equipment Rental

Marley Dance Floor	\$65.00 First Day	
	\$50.00 each additional day	
Followspot	\$45.00 per day	\$135.00 weekly
Piano rental	\$70.00 per day	\$210.00 weekly
Piano tuning	market rate	
Wireless Microphones	\$50.00 per performance	\$150.00 weekly
Video Projector	\$300.00 per day	\$900.00 weekly
Slide Projector	\$45.00 per day	\$135.00 weekly
Equipment Sales Tax	7.0% sales tax	



PARKS & RECREATION



(NEW FEES AS OF 10/01/03)

Little Stage Theater

2100 Washington Avenue, MB – (305) 673-7784

Maximum capacity 78

- Rental:** MB Residents \$150.00 for 4 hour block, \$25.00 each additional hour (Deposit of \$300.00)
Non-Residents \$250.00 for four hour block, \$50.00 each additional hour (Deposit \$500.00)
7% tax on rental rate only
- Rehearsals:** 1 technical rehearsal is required (with CMB technical staff) and is considered a rental date. 1 practice session (no more than 4 hours) is allowed at no charge.
- Staffing:** \$25.00 per hour per staff member as appropriate. 4 hour minimum (staff oversees facility supervision).
- Technical:** Must have own technical assistance. Additionally, per Recreation Division requirements CMB technical staff must be on site to assist with production at rate of \$75.00 for 4 hour block
- Insurance:** Per City Risk Management guidelines. Lessee must provide 1 million dollar General Liability Certificate listing the City of Miami Beach (1700 Convention Center Drive, MB) as additional insured. Proof of worker's compensation as applicable. Additional requirements if alcohol is served.
- Parking:** Metered street parking only.
- Hours:** Events must conclude by 11:00 PM

Call (305) 673-7730 VOICE or (305)673-7220 TDD to request material in accessible format, sign language interpreters (5 days in advance when possible), or information on access for persons with disabilities.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ESTABLISHING RENTAL RATES FOR THE BYRON CARLYLE, COLONY AND ACORN THEATERS, AND OTHER RELATED ACTIVITIES, AS SET FORTH IN EXHIBITS B, C & D OF THE COMMISSION MEMORANDUM TO THIS RESOLUTION AS INCORPORATED HEREIN AND ATTACHED HERETO; SAID FEES EFFECTIVE ON OCTOBER 1, 2004; AND REPEALING THE ESTABLISHED RENTAL RATES FOR THE LITTLE STAGE (ACORN) THEATER, AS SET FORTH IN RESOLUTION NO. 2003-25306.

WHEREAS, on October 15, 2003, the Mayor and City Commission approved Resolution No. 2003-25381, approving and authorizing the Mayor and City Clerk to execute a Management Agreement between the City and SMG for the management, promotion, and operation of the Miami Beach Convention Center (the Convention Center) and Jackie Gleason Theater of the Performing Arts (the Theater), including, without limitation, all adjacent grounds, sidewalks, rights-of-way and marshaling areas, but not including the adjacent parking lots (collectively with the Convention Center and Theater, the Facility) located in the City of Miami Beach, Florida (the Agreement); and

WHEREAS, pursuant to Section 2.2 of the Agreement, the City has elected, upon thirty (30) days written notice to SMG, at any time during the Management Term or any Renewal Term, as such terms are defined in the Agreement, to have SMG operate, manage and promote other City cultural facilities (including, without limitation, the Byron-Carlyle Theater, the Acorn Theater, the Band Shell, and/or the Colony Theater); and

WHEREAS, the City's Tourism and Cultural Development Department has conducted an in-depth survey of management structures for theaters in South Florida and other selected metropolitan U.S. areas; and

WHEREAS, On July 30, 2003, the City Commission adopted Resolution No. 2003-25306, which established user fees for various parks and recreation programs and facilities, including the Acorn Theater; and

WHEREAS, the Administration recommends repealing the rental rates for the Acorn Theater, as set forth in the aforementioned Resolution, and adopting the proposed new rates as set forth in Exhibits B, C & D of the Commission Memorandum to this Resolution as incorporated herein and attached hereto; and

WHEREAS, the Administration further recommends the review of rental rates whenever the change in the Consumer Price Index (CPI) between the latest CPI and the date of the CPI used for the last rate adjustment is 5% or greater.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby establish rental rates for the Byron Carlyle, Colony And Acorn Theaters, and other related activities, as set forth in Exhibits B, C & D of the Commission Memorandum to this Resolution as incorporated herein and attached hereto; said fees effective on October 1, 2004; and further repeal the former rental rates for the Acorn Theater, as set forth in Resolution No. 2003-25306.

PASSED AND ADOPTED this _____ day of _____, 2004.

ATTEST:

CITY CLERK

JMG/CMC/mas

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MAYOR:

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

City Attorney
7/14/07
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution authorizing the Administration to appropriate additional funding for the purchase of additional hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC System, in the amount of \$29,528, based on GSA Bid No. GS-07F-0017K, for additional electronic displays for customer flow/queuing management system installed in the Building Department, including hardware, warranty, implementation and electrical sub-contractor services.

Issue:

Shall the Mayor and City Commission authorize the Administration to appropriate additional funding for the purchase of additional hardware from the Q-MATIC Corporation?


Item Summary/Recommendation:

The Mayor and City Commission should adopt the Resolution, authorizing the Administration to appropriate additional funding for the purchase of additional hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC system, in the amount of \$29,528, based on GSA Bid No. GS-07F-0017K, for additional electronic displays for customer flow/queuing management system installed in the Building Department, including hardware, warranty, implementation and electrical sub-contractor services.

Advisory Board Recommendation:

N/A



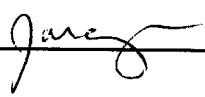
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1	\$29,528	Building Training & Technology Account (Account 601.7000.229.253)	
	2			
	3			
	4			
	Total	\$29,528		

City Clerk's Office Legislative Tracking:

Phil Azan/Hamid Dolikhani

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM CTN
DATE 7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO APPROPRIATE ADDITIONAL FUNDING FOR THE PURCHASE OF ADDITIONAL HARDWARE FROM THE Q-MATIC CORPORATION, AS OWNER OF THE COPYRIGHTED SOFTWARE CODE, IN THE AMOUNT OF \$29,528, BASED ON GSA BID NO. GS-07F-0017K, FOR ADDITIONAL ELECTRONIC DISPLAYS TO ENHANCE THE RECENTLY INSTALLED CUSTOMER FLOW/QUEUING MANAGEMENT SYSTEM IN THE BUILDING DEPARTMENT, INCLUDING HARDWARE, WARRANTY, IMPLEMENTATION AND ELECTRICAL SUB-CONTRACTOR SERVICES.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BUDGETED AMOUNT AND FUNDING

\$29,528 Funding to be appropriated from Building Training & Technology Account (Budget Account 601.7000.229.253).

ANALYSIS

Prior to the Implementation of the Q-Matic system on July 6, 2004 , the Building Department along with Fire, Public Works and Planning Departments had designated twenty-two (22) stations with various disciplines providing permitting and plan review services to be equipped with the software and hardware needed to implement the new customer flow / queuing management system in the Building Department.

Following the implementation of the system on July 6, 2004, and a post-implementation assessment of the system and the customers' feedback, it became apparent that installation of additional hardware and software are necessary for better guiding the customers as they flow through the system. The number of stations equipped with the software was increased from 22 to 29, and various custom programming upgrades were completed. The Purchase Order was increased in the amount of \$13,287 for the additional software licenses, programming upgrades, electrical sub-contractor services and implementation bringing the grand total to \$86,040.

Through further assessment, it was determined that installation of two 6-tiers electronic displays, instead of the currently installed two 3-tiers electronic displays, are required to provide an efficient means of relaying the identity of calling stations to the customers. Further, through customers' feed back, installation of a new additional 4-tiers electronic display, identifying the station and the called customer by the station, were recommended. The Q-Matic Corporation has provided the City with the price quote for the additional hardware including implementation, warranty and electrical sub-contractor services, based on GSA bid no. GS-07F-0017K, in the amount of \$29,528 (copy attached), bringing the grand total to \$115,568.

Implementation of the Q-MATIC system is necessary to improve productivity through optimum utilization of staff, where priority setting in the system allows the optimum efficiency in serving customers and distribution of workload, thereby minimizing the wait time. The Q-MATIC system provides a valuable management tool for customer service through statistical data on customers' session and wait times. The Q-MATIC system is intended to create a more relaxed, positive and professional atmosphere, where customers are given their approximate wait time in advance and their place in line are reserved without standing in line, and employees' performance are measured objectively.

CONCLUSION

The Mayor and City Commission should adopt the Resolution, authorizing the Administration to appropriate additional funding for the purchase of additional hardware from the Q-MATIC Corporation, as owner of the copyrighted software code for Q-MATIC system, in the amount of \$29,528, based on GSA Bid No. GS-07F-0017K, for additional electronic displays for customer flow/queuing management system installed in the Building Department, including hardware, warranty, implementation and electrical sub-contractor services.

JMG/CMC/PA/HD

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FACSIMILE

Date: July 20, 2004

To: Hamid Dolikhani

Fax No: (305) 535-7513

From: Steve Zombek
Q-MATIC Corporation

Fax No: (828) 209-1100

Phone No: (678) 796-1430

No. of pages, including this sheet:

Quote #: SCZ 701 (Rev)

Hamid,

This is a quote to add workstation displays at each station. If you remember, this was in the original quote we had started with. I've added the additional main displays per your request as well. Please note that we will again require the assistance of the electrician to meet permit requirements.

Let me know if there are any questions.

Thank you,

Steve

All purchase orders should be faxed to 828-209-1100

Q-MATIC CORPORATION

95 Underwood Road
Fletcher, NC 28732

Telephone: 828-209-1000

Telefax: 828-209-1100

**Q-MATIC Corporation****95 Underwood Road
Fletcher, NC 28732****QUOTE****Customer**

Hamid Dolikhani
Miami Beach Department of Buildings
1700 Convention Center Dr
Miami Beach, FL
Ph # : (305) 673-7000 x6753
Fx # : (305) 535-7513

Date: July 20, 2004
Rep: Steve Zombek
Phone: (678) 796-1430
Fax: (828) 209-1100
Quote#: SCZ 701 (Rev)

RE: 239 workstation displays flashing number called using static station identification. 1, 4 tier main and 2, 3 tier extensions for present main displays.

QTY	PART #	DESCRIPTION	PER UNIT	PRICE
DISPLAYS				
10	D972R	Matrix Display (Red)	\$933	\$9,330
29	D924R	Matrix Display (Red)	\$358	\$10,382
HARDWARE				
2	JB9047	Main Junction Box	\$173	\$346
1	HW9024	Hardware, Signage and Cabling	\$495	\$495
POWER				
11	NG121	Power Supply - Standard (SE)	\$314	\$3,454
SERVICES & LITERATURE				
1	ELESp	Electrical Sub-Contractor services	\$1,894	\$1,894
Equipment Total				\$25,901
Shipping & Handling				\$26
Installation Total (IN9090)				\$3,601
TOTAL				\$29,528

Items for credit must be returned within 30 days of receipt and are subject to prior approval and a 25% restocking fee

ALL PURCHASE ORDERS SHOULD BE FAXED TO 828-209-1100

IF CONDUIT, SPECIAL PERMITS OR LICENSING ARE REQUIRED ADDITIONAL CHARGES MAY APPLY

Terms: Net thirty (30) days, 1.5% Discount 10 Days

Quote valid for sixty (60) days

Warranty Period: 12 Months

Quote#: SCZ 701 (Rev)

Any applicable sales or use tax will be added to the invoice. If you are exempt, please mail exemption certificate with your purchase order.

Form: quote19k

GSA# GS-07F-0017K

F.O.B. Origin or Destination Prepay Freight
And Add

CAGE Code: 03PV1

Tax ID: 36-3545811

DUNS: 18-915-8629

RESOLUTION TO BE SUBMITTED

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**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A Resolution authorizing the City Manager to issue a Request for Proposals (RFP) for the collection and disposal of residential solid waste, yard trash and bulk waste and operation of the City's Green Waste Facility.

Issue:

Shall the City of Miami Beach Commission authorize the City Manager to issue a RFP for residential solid waste collection and disposal services?

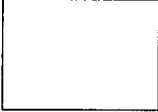
Item Summary/Recommendation:

The current contract with Browning Ferris Industries (BFI) expires on October 31, 2004. After the second one-year term renewal, in early 2004, the local BFI Senior Management Team was replaced. Since then, the City has experienced a decrease in quality of service. The City has the option, at its sole discretion to renew the contract for the last year; however BFI notified the City in March 2004 that they are not interested in renewing the contract under the current terms and conditions. The contract does not allow the City to negotiate different terms and conditions; it only allows adjustments to price due to increase in Consumer Price Index and increases in disposal costs. After March 2004, BFI's local operations have been offered up for sale. Based on the above, the Administration believes it would not be in the City's best interest to force a renewal since the potential of further service degradation would put the City in a position to have to default the existing contractor.

The RFP Scope of Work addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential accounts being serviced monthly is approximately 6,373 with 1,000 tons of solid residential waste and yard trash being collected. The following changes to the previous RFP Scope of Work were made: a second weekly yard trash pick-up has been added; the number of holidays with no service have been reduced from four (4) to one (1); successful bidder is required to provide new vehicles at the start of the contract; and only green waste will be accepted at the City's Green Waste Facility. The Administration recommends adopting the Resolution.

Advisory Board Recommendation:


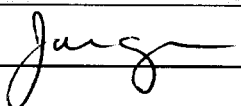
Financial Information:

Source of Funds:		Amount	Account	Approved
 Finance Dept.	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert Halfhill, Public Works Department

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

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AGENDA ITEM

C70

DATE

7-28-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 28, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE A REQUEST FOR PROPOSALS (RFP) FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE, YARD TRASH AND BULK WASTE AND THE OPERATION OF THE CITY'S GREEN WASTE FACILITY.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

BACKGROUND

A residential solid waste collection contract was awarded to Browning Ferris Industries Waste Systems of North America (BFI) on October 18, 2000, expiring on October 31, 2002. Under the terms of the contract, the City has the option, at its sole discretion, to renew the contract for up to three (3) consecutive one-year terms by giving the contractor written notice of renewal at least sixty (60) days prior to renewal of the term. On September 26, 2002, the Mayor and Commission authorized the first one-year term renewal, expiring October 31, 2003. On October 15, 2003, the Mayor and Commission authorized the second one-year term renewal, expiring October 31, 2004.

Under the terms of the contract, one-year term renewals shall be at the same cost to the City as the previous terms, except for any rate adjustments authorized in accordance with Increase in Disposal Costs and Consumer Price Index.

After the second one-year term renewal, in early 2004, the local BFI Senior Management Team was replaced. Since the management change, the City has experienced a decrease in quality of service including timeliness in responding to complaints.

BFI notified the City on March 11, 2004, that they were not interested in renewing the contract for the last one-year term under the current terms and conditions, (Attachment A). The current contract does not allow the City to negotiate different terms and conditions, it only allows adjustments to price due to increases in Consumer Price Index and increases in disposal costs. Since March 2004, BFI's local operations had been offered up for sale.

ANALYSIS

Based on BFI's unwillingness to continue for another year under the current terms of their contract, their change in senior management, the increasing quality service issues, and BFI local operations being offered up for sale, the Administration believes it would not be in the City's best interest to force a renewal under the current terms and conditions of the contract, since the potential of further service degradation would put the City in a position to have to default the existing contractor.

Because the current contract expires on October 31, 2004, the City has started the process to issue a Request for Proposals (RFP) which will result in a recommendation to the Mayor and the Commission for a new service provider. A selection committee will be appointed to evaluate all the proposals and make a recommendation for award based on cost, experience, management team qualifications, and past proven performance. It is the Administration's belief that there will be enough interest among local bidders to generate a competitive price. The Administration intends to recommend award and issue Notice to Proceed in September 2004. This would give ample time to the successful bidder for proper transition and avoid any interruption of service to the residents

The attached Scope of Work, (Attachment B) for the Request for Proposals (RFP) has been developed by the Sanitation Division of the Public Works Department. The Scope of Work addresses schedules, frequency, specific functions of the contractor, equipment, response time, special events, and customer service. The total average residential accounts being serviced monthly is approximately 6,373 with approximately 1,000 tons of residential solid waste and yard trash and bulk waste being collected per month. The RFP will form the basis for the selection of vendor(s) and the negotiation of a multi-year contract.

The following changes to the previous RFP Scope of Work were made: a second weekly yard pick-up has been added; the number of holidays with no service has been reduced from four (4) to one (1); successful bidder is required to provide new vehicles at the start of contract; and only green waste will be accepted at the City's Green Waste Facility.

RECOMMENDATION

The Administration recommends issuance of the RFP.

JMG/RM/FB

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March 11, 2004

Mr. Al Zamora
Sanitation Director
City of Miami Beach
140 Mac Arthur Causeway
Miami Beach, Florida 33139

RE: Service Agreement for the Collection and Disposal of Residential Solid Waste, Yard Trash, Bulk Waste and Operation of the City's Solid Waste Management Facility.

Dear Mr. Zamora,

As you know, the current above named contract expires on October 31, 2004. Though BFI wants very much to continue it's long established working relationship with the City of Miami Beach, we are advising you that we are not able to request an extension of this contract at it's expiration under the current terms and conditions.

We felt it best to advise you as soon as possible so that you may begin work on a Request for Proposals (RFP). If however, the City is interested in discussing alternative terms, please know that we are willing to immediately begin those discussions.

We have always been proud to provide solid waste collection services to the residents of the City of Miami Beach. If a new RFP is forthcoming, we will definitely respond. Thank you for the time and effort you've spent working with us. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink that reads "Mike DeMarco".

Mike DeMarco
General Manager

SECTION II - SCOPE OF SERVICES

ATTACHMENT B

GENERAL INFORMATION



1. LIAISON BETWEEN CITY AND CONTRACTOR

All dealings, contracts, notice and payments between the Contractor and the City shall be directed by the Contractor to the City Manager or the City Manager's designee. All references herein to the City Manager shall also include a designee of the City Manager.

1a. ROUTE INFORMATION

SOUTH BEACH

(Biscayne Street to 41st Street, including islands - approximately 1,240 units)
Mon. & Thurs., Solid Waste & Yard Trash

MIDDLE BEACH

(41st Street to 67th Street- approximately 2,743 units)
Tues. & Fri., Solid Waste & Yard Trash

NORTH BEACH

(67th St. to 87th Terrace- approximately 2,390 units)
Wed. & Sat., Solid Waste & Yard Trash

The total average units serviced monthly is approximately 6,373, with approximately 1000 tons of solid waste and yard trash being collected. There is no limit to the amount of such waste and yard trash that the Contractor will be required to collect.

Avg. # of Units Serviced Monthly

Residential, Duplexes,
Townhouses

5,426 (5,309 Single Family, 117 Townhouse & Duplexes)

Multiple Dwelling Building

946 (units)

1b. DUMPING REQUIREMENTS

All garbage and yard trash must be disposed in accordance with County, State and Federal regulations.

2.0 COMMENCEMENT OF WORK

The work outlined in these specifications shall commence immediately upon receipt of a Notice to Proceed.



3.0 **TERM**

- 3.1 The term of the Contract shall be for the period of three-years beginning from date of award.
- 3.2 The City shall have the option, at its sole discretion, to renew this Contract for up to two (2) consecutive one-year term extensions by giving written notice of renewal at least sixty (60) days prior to the end of the previous term. Such renewal shall be at the same cost to the City as the cost of the previous term, including any rate adjustments authorized in accordance with sections 11.11, 14.3 and 14.4.

4.0 **DEFINITION OF TERMS**

The following terms shall have the following meanings:

- 4.1 **Authorized Representative:** The employee or employees designated by the City Manager to represent the City in the administration and supervision of this Contract.
- 4.2 **Proposer:** Any person, firm, corporation, organization, or entity submitting a proposal for the work proposed.
- 4.3 **Biohazardous Waste:** Any solid waste or liquid waste which may present a threat of causing disease or infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; diseased or dead animals; and other materials which in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility.
- 4.4 **City:** City of Miami Beach, Florida, and its authorized representatives.
- 4.5 **Construction and Demolition Debris:** Materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project, and including rocks, soils, tree remains, and other vegetative matter which normally results from land clearing or land development operations for a construction project.
- 4.6 **Contract or Agreement:** The contract executed by the Owner and the Contractor for the performance of the work. The Contract shall contain substantially the terms provided herein or in any purchase order issued pursuant to the provisions contained herein.
- 4.7 **Contractor or Vendor:** The person, firm, corporation, organization, or entity with whom the Owner has executed a contract for performance of the work or supply of equipment or materials, and its duly authorized representative.

- 4.8 **Disposal Costs:** The "tipping fees" charged to the Contractor for disposal of the garbage and trash collected by the Contractor.
- 4.9 **Garbage:** Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.
- 4.10 **Garbage Can or Container:** A container made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons and not to exceed thirty gallons approved for use by the City Manager or his designee. Such container shall have two handles upon the sides thereof, or a bail by which dirt may be lifted, and shall have a tight fitting solid top.
- 4.11 **Garden and Yard Trash:** Any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens and trees.
- 4.12 **Hazardous Waste:** Solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.
- 4.13 **Household Furniture:** All movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.
- 4.14 **Household Trash:** Accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than garbage or lawn trash, which are usual to housekeeping and to the operation of stores, offices and other business places. Household trash shall include, but not be limited to, all small appliances, small furniture, yard toys, and building material waste from residential do-it-yourself projects. Waste generated by building contractors or subcontractors is not household trash.
- 4.15 **Industrial Wastes:** Any and all debris and waste products generated by manufacturing, food processing (except restaurants), land clearing, any commercial shrubbery or tree cuttings, building construction or alteration (except do-it-yourself projects) and public works type construction projects whether performed by a government unit or by contract. Industrial wastes are not included in the scope of this contract.
- 4.16 **Infectious Waste:** Those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated

bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

- 4.17 **Landfill:** Any solid waste land disposal area for which a permit, other than a general permit, is required by s.403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.
- 4.18 **Loose Refuse:** Any refuse either garbage or trash, stored in and collected from any type of container other than a mechanical container or garbage can as described in Section 4.12. Refuse which is collected from the ground is considered loose refuse.
- 4.19 **Mechanical Container:** Any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of garbage truck used by the Contractor.
- 4.20 **Multiple Dwelling Building:** Any building containing two (2) but not more than eight (8) permanent living units, not including motels and hotels. Buildings containing over eight (8) living units are classified as commercial accounts unless service of a different nature is approved by the City Manager.
- 4.21 **Performance Bond:** The form of security approved by the City and furnished by the Contractor as required by the Contract as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract and will pay all lawful claims.
- 4.22 **Recyclable Materials:** Those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- 4.23 **Recycling:** Any process by which solid waste or materials which otherwise become solid waste are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 4.24 **Residential Solid Waste:** A mixture of garbage and trash resulting from the normal housekeeping activities of a residence.
- 4.24A **Residence:** (Single Family) a detached building designed for or occupied exclusively by one family.
- 4.25 **Refuse:** Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal, and other discarded matter, excluding recyclable materials.
- 4.26 **Refuse Regulations:** Regulations prescribed by the City together with such administrative rules, regulations, and procedures as may be established for the purpose of carrying out or making effective the provisions of the Contract.



- 4.27 **Remodeling and Home Repairs Trash:** Materials accumulated by the homeowner or tenant during the course of a self-performed improvement project, prepared in lengths not to exceed five (5) feet or forty (40) pounds in weight.
- 4.28 **Residential Service:** The refuse collection service provided to persons occupying residential dwelling units within the designated area, who are not receiving commercial service.
- 4.29 **Solid Waste:** Refuse, yard trash, clean debris, white goods, special waste, refuse, and other discarded material.
- 4.30 **Solid Waste Disposal Facility:** Any solid waste management facility which is the final resting place for solid waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.
- 4.31 **Special Waste:** Solid wastes that can require special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and biological wastes.
- 4.32 **Specifications:** Directions, provisions, and requirements contained in the Request for Proposals, together with any written contract made or to be made setting out or relating to the methods and manner for the work to be carried out.
- 4.33 **White Goods:** Discarded refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic and commercial large appliances.
- 4.34 **Yard Trash - Regular:** Vegetative matter resulting from yard and landscaping maintenance, including materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches not in excess of four (4) feet in length and four (4) inches in diameter. Such trash shall be bundled or placed in containers which are susceptible to normal loading and collection as other residential solid waste. No bundle or filled container shall exceed fifty (50) pounds in weight.
- 4.35 **Yard Trash- Bulk:** Large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in a container, bag, or bundle due to the material exceeding the weight and size restrictions for regular yard trash. Bulk yard trash shall be of a type as to be readily handled by the mechanical equipment of the Contractor and bulk yard material shall not exceed six (6) feet in length. Bulk yard trash does not include any form or matter or debris resulting from tree removal, land clearing, land development, building demolition or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets, dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by the Contractor if cut to lengths of six (6) feet or less and bundled. Bulk yard trash does not include automobiles and automotive components, boats and internal combustion engines.



- 4.36 **Special Pick-Up:** Garden trash, tree and shrubbery trash, and any other household debris which is not ready to be picked up on the scheduled bulk trash pick up day, or the second scheduled garbage pick up day per week, can be picked up at the owner's/occupant's expense by calling the contractor for a special pick up. The contractor shall quote price for special pick ups and collect fee from owner.

SERVICES TO BE PERFORMED BY CONTRACTOR - SOLID WASTE PROGRAM

5.0 DESCRIPTION OF WORK

- 5.1 The Contractor shall provide residential solid waste collection services within the City limits of Miami Beach, disposing of same as provided herein. The City will be responsible for the billing and collection of solid waste fees from residential customers.
- 5.2 The Contractor shall provide, at his own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories, and things necessary to maintain the standard of collections and disposal set forth herein.
- 5.3 **Protection of Adjacent Property and Utilities:** The Contractor shall conduct his work in such a manner as to avoid damage to adjacent private or public property and shall immediately repair or pay for any damage incurred through its operations. The Contractor shall take cognizance of all existing utilities and shall operate with due care in the vicinity of such utilities and shall immediately repair or have repaired at no additional cost to the owner any breakage or damage caused by its operation.
- 5.4 **Spillage:** The Contractor shall not litter or cause any spillage to occur upon the premises or the rights-of-way wherein the collection shall occur. The Contractor may refuse to collect any solid waste that has not been placed in a receptacle, as provided herein. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, and blowing is prevented. In the event of any spillage caused by the Contractor, the Contractor shall promptly clean up all spillage.

6.0 RESIDENTIAL COLLECTION SERVICE

- 6.1 The Contractor shall collect and dispose of all garbage, yard trash, and solid waste (except special waste, paragraph 4.32) from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership as identified by the list that will be provided by the City. The Contractor shall also remove debris such as fallen branches from the swale areas during regular pickups.
- 6.1.1 **Frequency of Collection:** The Contractor shall collect solid waste from places of residence within the contract collection area at least two (2) times per week, with collections at least three (3) days apart. The Contractor shall collect yard trash at curbside every scheduled garbage picks up day of the week.



- 6.1.2 **Holiday:** The only holiday with no service to residents will be Christmas Day.
- 6.1.3 **Hours of Collection:** Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the City Manager, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval.
- 6.1.4 **Point of Pickup of Residential & Multiple Dwelling Garbage:** Collections of garbage and rubbish shall be at the house backyard or side yard and at ground level.
- 6.1.5 **Receptacle:** The Contractor shall be required to pick up all garbage and rubbish from residential units which have been properly prepared and stored for collection as follows:
- All garbage, trash, and rubbish shall be placed in a garbage can or in such other plastic disposal bag and shall be placed at curbside or at such other single collection point as may be agreed upon by the Contractor and the customer.
- Usual household trash shall either be placed in containers where it shall be collected in the same manner as garbage or at curbside. Non-containerized trash shall be collected providing that it does not exceed four (4) feet in length nor be greater than fifty (50) pounds in weight for any piece or segment of such materials.
- 6.1.6 **Method of Collection of Residential Garbage:** The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Metal cans can be replaced upright with covers securely and properly in place on the cans-or can be inverted with covers placed topside up on the ground next to the container. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind shall be returned upright to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles. In the event of damage by the Contractor for garbage receptacles, the Contractor shall be responsible for the timely repair or replacement of said receptacles.

7.0 **SCHEDULES AND ROUTES**

- 7.1 The Contractor shall provide the City with schedules for all collection routes and keep such information current at all times. If any change in the collection routes occurs, then the City shall be immediately notified in writing. The City Manager shall approve all permanent changes in routes or schedules that alter the day of pickup. Upon approval of the City Manager, the Contractor shall publish in a newspaper of general circulation in Dade County at least seven (7) days prior to the



effective date of such route or schedule changes. The cost of publication shall be borne solely by the Contractor.

- 7.2 The City reserves the right to deny Contractor's vehicles access to certain streets, alleys, and public right-of-way inside the City, where it is in the interest of the general public to do so because of the condition of the streets or bridges. The Contractor shall not interrupt the regular schedule or quality of service because of street closure less than eight (8) hours in duration. The City shall notify the Contractor of street closures of longer duration and arrangements for service will be made in a manner satisfactory to Contractor and City. Customers under the Contract shall receive reasonable notification of the schedules provided by the Contractor prior to commencement of service. Such notification, material, methods, and frequency of delivery shall be approved by the City. (Only local truck routes shall be used in transit, unless specifically for the purpose of collection.)

NOTE: The Contractor's attention is directed to the fact that at times during the year, the quantity of refuse to be disposed of is materially increased by the influx of visitors. This additional load will not be justification for the Contractor to fail to maintain the required collection schedules and routes.

NOTE 2: The City has embarked on an aggressive, city-wide Capital Improvement Program which includes extensive roadway improvements, water and sewer utility infrastructure replacements and Stormwater Drainage Control System. The City shall notify the contractor of all construction activities and make arrangements for service in a manner satisfactory to the Contractor and City. The contractor shall be required to work with the City in all possible ways, to ensure that the regular schedule and quality of service are not interrupted.

- 7.3 **Storms.** In case of a storm, the City Manager may grant the Contractor reasonable variance from regular schedules and routes. As soon as practicable after such storm, the Contractor shall advise the City Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the case of a storm, if it is necessary for the Contractor and the City to acquire additional equipment and to hire extra crews to clean the City of debris and refuse resulting from the storm, the Contractor shall be required to work with the City in all possible ways for the efficient and rapid cleanup of the City. The Contractor shall receive extra compensation above the Contract amounts for additional manpower, overtime, and cost of rental equipment, provided that the Contractor has first secured prior written authorization from the City Manager. The total cost for such services shall be based on rates jointly agreed to by the City Manager and the Contractor.

- 7.4 **Force Majeure:** The performance of any act by the City or the Contractor under the Contract may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party; provided, however, that if the hindrance or prevention of performance exceeds a period of thirty (30) days, the City may at its option and discretion, cancel, or renegotiate this contract.



8.0 **COLLECTION EQUIPMENT**

- 8.1 The Contractor shall provide new equipment to commence contract. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. For residential collections, equipment shall be of the enclosed loader packer type, and all equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

Equipment is to be painted uniformly with the name of the Contractor, business telephone number, and the number of the vehicle in letters not less than five (5) inches high on each side of the vehicle. All vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the City.

SERVICES TO BE PERFORMED BY THE CONTRACTOR-YARD TRASH PROGRAM

9.0 **DESCRIPTION OF WORK**

- 9.1 The Contractor shall collect all yard trash as defined in Sections 4.35 and 4.36 from all single-family homes, multiple dwelling buildings of eight (8) or fewer units under common ownership.
- 9.2 **Frequency of Collection:** The Contractor shall collect yard trash from residences within the service area two (2) times per week on the scheduled pick- up day of each week. White goods and bulk items to be collected on a pre-arranged basis. Contractor will be responsible for establishing program and public information.
- 9.3 **Holiday:** The only holiday with no service to residents will be Christmas Day.
- 9.4 **Hours of Collection:** Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M., provided that in the event of an emergency or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph, following approval by the City Manager.
- 9.5 **Point of Pickup of Yard Trash:** Collection of yard trash shall be at curbside.
- 9.6 **Preparation of Yard Trash for Collection:** The Contractor shall pick up all yard trash generated from residential units which has been properly prepared and stored for collection as follows:

Garden and Yard Trash - Regular placed adjacent to the pavement or traveled way of the street in containers or bundles less than fifty (50) pounds each and with no



dimension over four (4) feet each, or limbs/branches not greater than four (4) inches in diameter, shall be collected twice per week.

The contractor shall clean swale and median areas adjacent to designated collection routes of all accumulated palm fronds and bulky tree debris.

Non-containerized Yard Trash and Yard Trash-Bulk will be collected by the Contractor on a scheduled basis at no additional charge. Such services shall be provided up to four (4) times per year on dates scheduled by the contractor individually with each residential account. In the event of a dispute between a Contractor and a customer as to what constitutes bulky yard trash, the situation will be reviewed and decided by the Contract Administrator whose decision will be final.

- 9.6 **Method of Collection of Yard Trash.** The Contractor shall make collections with a minimum of noise and disturbance to the householder. Any yard trash spilled by the Contractor shall be picked up immediately by the Contractor. Garbage receptacles shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. Metal cans are to be replaced upright with covers securely and properly in place on the cans. Plastic cans shall be inverted with covers placed topside up on the ground next to the container. Any type receptacle found in a rack, cart or enclosure of any kind shall be turned upright to such rack, cart or enclosure, and lids shall be placed securely and properly on the top of said receptacles.
- 9.7 **Equipment:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Collection vehicles shall be of the enclosed loader packer type or other vehicle designed to allow for efficient collection of yard trash. The equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the City. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

SERVICES TO BE PERFORMED BY THE CONTRACTOR - YARD TRASH-BULK, REMODELING AND HOME REPAIRS TRASH, HOUSEHOLD FURNITURE AND WHITE GOODS.

- 10.0 **DESCRIPTION OF WORK:** The contractor shall collect all yard trash bulk, Remodeling and Home Repairs Trash, Household Furniture, and White Goods as defined in Sections 4.13, 4.27, 4.33, 4.35 (collectively, "Bulk Waste") from all single-family homes, multiple dwellings, buildings of eight (8) or fewer units under common ownership.
- 10.1 **Frequency of Collection:** The Contractor shall collect such Bulk Waste only on dates scheduled by Contractor individually with each Residential Account (a Residential Account means either a Residence (Single Family) or Multiple Dwelling Unit); Contractor shall

collect, without additional charge to the City under this Agreement, such Bulk Waste a maximum of four (4) times per calendar year for each Residential Account; In the event that any Residential Account requests and Contractor accomplished more than four (4) Bulk Waste pick-up during any calendar year as a Special Pick-Up, pursuant to the terms of Section 4.36.

- 10.2 **Holiday:** The only holiday with no service to residents will be Christmas Day.
- 10.3 **Collection Schedule:** The contractor shall make available a telephone line to allow residents to schedule Bulk Waste pick-ups. By calling the telephone line, each account would schedule its next bulk pickup appointment with the contractor. **All appointments must be made no less than five (5) calendar days prior to the scheduled pick-up. Pick-ups shall be affected by the contractor in the appointment day, and not before or later. Pick-ups will be scheduled as follows; South Beach on Mondays, Mid Beach on Tuesdays and Wednesdays, and North Beach Thursdays and Fridays.**
- 10.4 **Equipment:** The contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor adequately and efficiently to perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of garbage collection and disposal equipment. Collection vehicles shall be designed to allow for efficient collection of Bulk Waste. The equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All replacement and additional vehicles shall be new equipment unless otherwise agreed by the City. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. A list of the Contractor's equipment shall be given to the City at the time of each annual audit.

SERVICES TO BE PERFORMED BY THE CONTRACTOR - OPERATION OF THE CITY'S GREEN WASTE FACILITY

11.0 FACILITY DESCRIPTION

- 11.1 **A City owned Green Waste Facility will be operated by the contractor at 2800 Meridian Avenue. The facility is an open green waste yard with controlled access and containers placed in strategic locations to facilitate dumping process by residents and landscapers.**
- 11.2 **Description of Work:** The Contractor shall be responsible for operating the Green Waste Facility located at 2900 Meridian Avenue, City of Miami Beach (the "Facility").
- 11.3 **Hours of Operation:** The Contractor shall be required to provide all necessary manpower and equipment to receive, control, secure, collect dumping fees, and dispose of all Acceptable Material, as defined in Section 11.12 below, six (6) days per week, Monday through Saturday, from the hours of 7:00 a.m. - 5:00 p.m. The Contractor will post the preceding days/hours of operation in a readily visible place at the entrance of the Facility.

The Facility shall be closed on Thanksgiving, Christmas, New Years Day, July 4th, and Labor Day. The Contractor will post these closure dates all year, in the same



manner as set forth above.

Hours of operation shall not be otherwise extended or shortened without the prior written consent of the City. After receipt of written consent from the City, the Contractor will be responsible for notifying all residents via written notification at least two (2) weeks before the revised hours of operation commence. Nothing herein shall be construed to authorize hours contrary to the hours governing such operations.

- 11.4 The facility shall be accessible to residents of the City of Miami Beach, and Landscapers performing work within the limits of the City of Miami Beach.
- 11.5 At least one (1) Contractor employee shall be on site at all times to oversee the day to day operation of the Facility. This individual shall charge Landscape Firms and direct traffic to where loads should be dropped.
- 11.6 The Contractor must keep records of all inbound and outbound traffic. Specific details will be outlined in the contract. The Contractor shall dispose of all Clean Yard Waste and deliver to Facility.
- 11.7 The Contractor shall containerize all materials delivered to the Facility; shall conduct a neat and orderly operation at all times; and shall be solely responsible for the necessary housekeeping services to properly maintain the Facility; shall repair and maintain its equipment in good operational condition; No signs (other than the entrance sign described herein) or advertising shall be placed in the premises unless first approved, in writing, by the City Manager or his authorized representatives. All signage shall comply with the City's established criteria, as set forth in Ordinance No. 89-2665, as may be amended from time to time.
- 11.8 The Contractor shall use its best efforts to assure that its operation of the Facility does not reasonably interfere with the existing character of the surrounding residential area.
- 11.9 Prior to commencement of the services to be performed pursuant to this Request for Proposals, The Contractor shall obtain any and all necessary identification numbers, permits, licenses and other requirements necessary to operate the Facility, and shall thereafter perform its obligations hereunder in compliance with any and all applicable Federal, State, and local laws, rules and regulations.
- 11.10 **Fee Schedule:** The Contractor shall adhere to the following fee schedule:

Clean Yard Waste: (Refer to section 4.11 for definition)

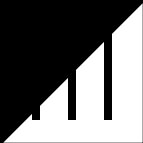
Charges to Residents:

Cars (2 or 4 doors)	FREE
Pickups and SUVs	FREE
Van or Trailer	FREE



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Charges to landscape firms:

Pickups	\$12.00 per cubic yard
Van or Trailer	\$12.00 per cubic yard

11.11 Upon thirty (30) days prior written notice to the City, the fees set forth herein shall be adjusted annually, on the anniversary date of execution of the Agreement, according to increases or decreases in the South East Consumer Price Index, up to five percent (5%).

11.12 **Acceptable Materials:** The Contractor shall be responsible for disposing of all Acceptable Materials delivered pursuant to the facility. All disposals shall be in accordance with current City, County, State and Federal laws and regulations.

"Acceptable Materials" shall include those items set forth under Section, 4.11. Any waste containing biohazardous waste, hazardous waste, industrial waste, infectious waste, or putrescible garbage shall not be deemed Acceptable Material.

12.0 **QUALITY OF SERVICE**

12.1 **Contractor's Officer(s):** The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area. The Contractor shall give the names of the person(s) to the City. Information regarding the person's experience and qualifications shall also be furnished. Supervisory personnel must be available for consultation with the Manager and/or customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is radio equipped.

12.2 **Conduct of Employees:** The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. Contractor's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted or crossing property of neighboring premises unless residents or owners of both such properties shall have given permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.

12.3 **Employee Uniform Regulations:** The Contractor's solid waste collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned.

12.4 Contractor shall submit a customer service plan to the City Manager for review and approval prior to commencement of the services pursuant to this RFP.

12.5 **Compliance with State, Federal and Municipal Law:** The Contractor shall comply with



all applicable City, State and Federal laws now or hereafter in effect relating to wages, hours, and all other applicable laws relating to the employment or protection of employees.

- 12.6 **Fair Labor Standards Act:** The Contractor is required and hereby agrees by execution of this Contract, to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

- 12.7 Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.

- 12.8 The Contractor shall provide operating and safety training for all personnel.

- 12.9 The Contractor shall, wherever possible, employ its personnel from residents of Miami Beach.

- 12.10 No person shall be denied employment by the Contractor for reasons of race, sex, national origin, creed, age, physical handicap, or religion.

13.0 **CONTRACTOR'S OFFICE**

- 13.1 The contractor shall provide and maintain at its expense, a suitable office located within or in close proximity to Miami-Dade County, with adequate staff and telephone service, with a telephone number dedicated solely for Miami Beach Residents to handle and resolve all incoming calls and complaints between the of 8:00 a.m. and 5:00 p.m., Monday through Friday of each week, excluding holidays. Between the hours 5:00 p.m. and 8 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, the contractor shall provide and maintain an answering service or answering machine to receive all incoming calls and complaints. All calls received by the answering service or answering machine shall be responded to the following working day.

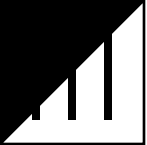
- 13.2 **Notification to Customers:** The Contractor shall notify all customers, in writing, about complaint procedures, rates, regulations, and the days of collection and procedures for special pick-ups, including white goods and bulk items.

CHARGES, RATES, AND LEVEL OF SERVICE

14.0 **PAYMENT AND BILLING**

- 14.1 **Compensation:** The City shall pay the Contractor for the performance of this agreement the sums due based on the unit prices as listed in the Bid Form, subject to any conditions or deductions as provided under this contract. Contractor's Unit Price Schedule for solid waste and yard trash collections shall include disposal costs. Contractor shall submit an invoice by the 10th of each month for services rendered during the preceding month, and payments will be made to the Contractor on or before the 20th day of each calendar month upon verification of the invoice submitted.

- 14.2 **Billing Procedures:** On the first day of each month the Contract payment(s) for



Residential Solid Waste Collection and Yard Trash Collection shall be adjusted to correspond with the occupancy of existing or new buildings and the demolition of old buildings. The adjustment made on the first day of each month shall be for buildings either occupied or demolished during the second month preceding the adjustment; for example, any change which is made on June 1 of any year will be for buildings occupied or demolished in April of the subject year. Any existing unit shall be considered unoccupied whenever the City has temporarily terminated water service, at the customer's request only. Any new unit shall be considered to be occupied when a certificate of occupancy has been issued and water service has been provided to the unit's occupant(s). Proof of demolition shall be demolition permits issued by the Building Department. The Contract adjustments will be based on unit costs included in the Contractor's original bid. The City will notify the Contractor of any existing unit that is considered unoccupied and of any new unit that is considered to be occupied.

- 14.3 **Adjustments in Disposal Cost:** The parties acknowledge that the contract is based on the current Miami-Dade County Tipping Fee at time of award. However, it is recognized that, from time to time, the actual cost charged to the Contractor by a disposal agency for disposal of refuse at the disposal site may change.

In the event of such change in the tipping fee, the Contractor may request, and the City upon submission of sufficient proof of such change shall grant, such increase in contract price for the disposal cost as will compensate for the actual change of disposal cost. Decreases in disposal cost shall be cause for a like decrease in contract price.

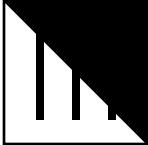
- 14.4 **Unusual Changes or Costs:** The Contractor may petition the city for rate adjustments at reasonable times on the basis of unusual changes in its cost of doing business, such as revised laws, ordinances or regulations, or changes in the location of disposal sites, and such requests shall not be unreasonably refused. Any of the aforesaid changes or any other conditions which occur that reduce the Contractor's cost shall entitle the City to receive a unit rate decrease equal to the decrease in the Contractor's cost.

CONTRACT PERFORMANCE/PENALTIES/DEFAULT

15.0 CONTRACT PERFORMANCE

- 15.1 The Contractor's performance of this Contract shall be supervised by the City Manager or his designee. If at any time during the life of the Contract, performance is considered unsatisfactory, upon written notification by the City Manager or his designee, the Contractor shall increase the work force, tools and equipment as needed to properly perform this Contract. The failure of the City Manager or his designee to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and in the manner specified by this Contract.
- 15.2 The Contractor shall furnish the City Manager with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the





requirements of the Contract.

15.3 The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place.

15.4 The failure of the City at any time to require performance by the Contractor of any provision thereof shall in no way affect the right of the City thereafter to enforce same; nor shall waiver by the City of any breach of provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

16.0 **COOPERATION/COORDINATION**

16.1 The City and its authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work, equipment, and facilities of Contractor.

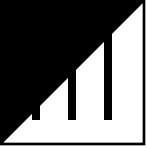
16.2 The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a competent and reliable English-speaking representative on duty authorized to receive orders and to act for him in the case of his absence.

17.0 **COMPLAINTS AND COMPLAINT RESOLUTION**

17.1 **Complaints:** Contractor shall prepare, in accordance with the format approved by the City, and maintain a register of all complaints and record the disposition of each complaint. Complaints shall be identified and such record shall be available for City inspection at all times during business hours. The form shall indicate the date and time when the complaint was received and how and when it was resolved. The following criteria must be complied by the Contractor regarding resolution of complaints:

- a) Any complaints received by the contractor before 12:00 noon shall be resolved before 4:00 p.m. of the same day.
- b) Complaints received after 12:00 noon but before 12:00 midnight shall be resolved before 12:00 noon of the following day.
- c) Complaints received after 12:00 midnight but before 8:00 a.m. shall be resolved before 12:00 noon of the same day.
- d) This complaint resolution schedule shall be complied with, except when a complaint is received after 12:00 noon on the day preceding a holiday, or on a Saturday or Sunday, in which case the complaint shall be resolved no later than the next working day.

A daily listing of all the complaints filed and of their dispositions shall be provided to the



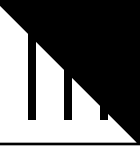
City Manager or his designee everyday. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the City Manager or his designee, and a representative of the contractor. Disputes shall be referred to the City Manager or his designee, whose decision shall be final. Additionally, the City's auditors may communicate directly with city waste service account holders, for the purpose of confirming compliance with these stipulations.

- 17.2 **Disputes about Collection of Certain Items:** It is recognized that disputes may arise between the City and Contractor with regard to the collection of certain items due to disputes over the specific language of the Contract. The City Manager may from time to time notify the Contractor by telephone to remove all such refuse. Should the Contractor fail to remove the refuse within twenty-four (24) hours from the time of notification, the City may do so, and all costs incurred by the City shall be deducted from compensation due the Contractor. Notice of the amount deducted shall be given to the Contractor. If it is determined that disputed refuse did not conform to contract specification, the Contractor shall be entitled to reimbursement of the deduction.

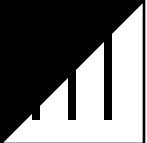
18.0 **SUBCONTRACTORS**

Subcontractors will not be permitted under the terms of this Contract.





RESOLUTION TO BE SUBMITTED



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